



## RTA BOARD AGENDA

**Wednesday, January 8, 2020 at 8:30 AM  
BOARD OF SUPERVISORS' CHAMBERS  
COUNTY GOVERNMENT CENTER  
1055 Monterey Street, San Luis Obispo, California 93401**

The *AGENDA* is available/posted at: <http://www.slorta.org>

**President: vacant**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Adam Hill (Third District – SLO County)  
Lynn Compton (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Jimmy Paulding (Arroyo Grande)

**Vice President: vacant**

Heather Moreno (Atascadero)  
Jeff Lee (Grover Beach)  
Robert Davis (Morro Bay)  
Fred Strong (Paso Robles)  
Ed Waage (Pismo Beach)  
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

### **Joint San Luis Obispo Council of Governments (SLOCOG) and San Luis Obispo Regional Transit Authority (RTA) Session**

#### **FLAG SALUTE**

#### **CALL TO ORDER AND ROLL CALL**

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the joint San Luis Obispo Council of Governments and San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

#### **A. Joint SLOCOG/RTA Meeting Agenda**

- a. Welcome New Board Members (if applicable)
- b. Election of Officers: Elect President and Vice-President (Voice vote – Approve)
- c. Executive Committee Assignment (Voice vote – appoint President, Vice-President, and Past-President or one other member)

*Following the Joint meeting, the SLOCOG Board will adjourn to the RTA Board meeting and reconvene after the RTA Board meeting is adjourned.*

## **RTA Board Meeting**

### **1. CALL MEETING TO ORDER, ROLL CALL**

- 2. PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

### **A. INFORMATION AGENDA**

A-1 Executive Director's Report (Receive)

### **B. ACTION AGENDA**

B-1 Authorize Executive Director to Execute Construction Management Services Agreement with Kitchell (Approve)

- C. CONSENT AGENDA:** (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the RTA or public wishes an item be removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

- C-1 RTA Board Meeting Minutes of October 2, 2019 (Approve)
- C-2 RTA Board Meeting Minutes of November 6, 2019 (Approve)
- C-3 RTA Special Board Meeting Minutes of December 11, 2019 (Approve)
- C-4 Resolution Authorizing Executive Director to Execute FTA Annual Certifications and Assurances (Approve)
- C-5 Resolution and Corrected Agreement to Terminate CalPERS Contract for Administrative, Management and Confidential Employees (Approve)
- C-6 Resolution Authorizing Executive Director to Submit Application for TIRCP Funds (Approve)
- C-7 Paso Robles Bus Parking Yard CEQA Mitigations Annual Monitoring Report (Receive) (Receive)
- C-8 Authorize Executive Director to Procure Vehicle Maintenance Equipment (Approve)
- C-9 Revised Manager of Maintenance & Facilities Job Description (Approve)
- C-10 Vehicle Procurement for Paso Services (Approve)
- C-11 Resolution to Correct Adjusted Salaries/Benefits for Administrative, Management and Confidential Employees (Approve)

*Adjourn RTA Board Open Session meeting, and reconvene as the SLOCOG Board in Open Session*

## **SLOCOG Board Meeting**

*The SLOCOG meeting agenda is provided under separate cover. Following adjournment of the SLOCOG Board meeting, the RTA Board will reconvene in Closed Session.*

### **D. CLOSED SESSION ITEMS –**

D-1 It is the intention of the RTA Board to meet in closed session concerning the following item:

Executive Director Performance Evaluation (Govt. Code Section 54957)

**E. BOARD MEMBER COMMENTS**

Next regularly-scheduled RTA Board meeting on March 4, 2020

***This Page Left Intentionally Blank***



# **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

## **STAFF REPORT**

**AGENDA ITEM:** A-1

**TOPIC:** Executive Director's Report

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Accept as Information

### **BACKGROUND/DISCUSSION:**

#### **Operations:**

The Employee of the Quarter barbecue is scheduled for 11:30AM on Friday January 31<sup>st</sup> at the SoCo Transit operating facility in Arroyo Grande. Please put this on your calendar so that you can enjoy some time with many of our team members. The EOQ winner will be invited to join us at the next RTA Board meeting on March 4<sup>th</sup>.

Since the previous RTA Board meeting, one new Bus Operator candidate is in the training program, and four candidates are in the background/permitting phase of recruitment. We are continually seeking new candidates to fill the ten open Bus Operator positions. Unfortunately, the Technician Apprentice we hired in November did not work out, but we have one good Technician prospect in the queue.

#### **Service Planning & Marketing:**

The RTA is enhancing our Smartphone-based Token Transit fare system through the use of updated verification modules that audibly “beep” using Bluetooth when users board the bus. These replacement modules will be placed on all RTA, SoCo Transit, Paso Express and SLO Transit buses in the coming weeks.

Staff is continuing to work with the Ticket Vending Machine vendor to correct deficiencies. Following its initial launch in late October, it has been off-line for the past three weeks. In particular, the receipt-producing module has failed and a warranty replacement should be installed in the coming days.

Staff is prepared to restart the effort to consolidate SoCo Transit into the RTA, and will begin working with all jurisdictions in the coming months to complete the Joint Powers Agreement amendment process. I will work with the chief executive of each jurisdiction to develop staff reports and schedule consideration of the required resolutions.

Staff continues to make progress updating the Short-Range Transit Plans (SRTP) for SoCo Transit fixed-routes services, and for the Dial-A-Ride services operated by the

RTA on behalf of Paso Robles and the County in Nipomo, Shandon and Templeton. All interim Working Paper and the Draft SRTP documents are posted on our website. We will conduct public outreach meetings to present the preliminary recommendations on January 15<sup>th</sup> as follows:

- Grover Beach Community Center from 1:00 PM to 3:00PM
- Pismo Premium Outlets Community Room from 4:00PM to 6:00PM

The SoCo Transit Board of Directors will conduct a public hearing on January 22<sup>nd</sup> to consider the SRTP recommendations and possible adoption of the plan. Of particular interest is consolidation of SoCo Transit into the RTA as a core recommendation.

### **Bus Maintenance Facility Update:**

Staff expects to respond to comments provided by the San Luis Obispo Community Development Department for our BMF project prior to the January 8<sup>th</sup> RTA Board meeting. Our design and engineering consultants deem the issues to be relatively simple to address without a great deal of costly changes. I will provide an oral update during the meeting.

Our financial advisor and bond counsel accompanied Tania Arnold and me to Washington, DC to present our BMF project for Transportation Infrastructure Finance and Innovation Act (TIFIA) funding on December 9<sup>th</sup>. By all accounts, the all-day meetings went well, and the evaluation panel's follow-up questions submitted to us by the panel are straightforward and manageable. We plan to submit responses this week. Because our project is the first in the nation to be considered for "rural" funding, the evaluation panel is having to develop some new processes along the way. The panel made it clear that it might not be possible for the TIFIA loan funds to be fully ready by our planned March 2020 construction bidding. So we are working with a local bank to possibly provide a bridge loan. It might be necessary for the RTA Board to conduct a short Special Meeting following the SLOCOG Board meeting on February 5<sup>th</sup> to address TIFIA commitments; staff will work with the RTA Executive Committee if this becomes necessary.

Following discussions with City officials, we all agree that a "knuckle" intersection will not work for the realignment of Elks Lane near the southwest corner of the Sunset Drive-In Theater's property. As such, a traditional T-intersection is the only alternative that could work given existing right-of-way in the area, as well as the expected timing of the Prado Road Overpass project and our BMF project. It appears that the City has accepted our neighbor CAPSLO's petition to relieve them of their development covenant to fund the design and construction of their portion of the Elks Lane realignment adjacent to their property, but we are closely watching how a final agreement could impact our project.

Unfortunately, our Bus Maintenance Facility project was not selected for an FTA Section 5339(b) capital grant award for Federal Fiscal Year 2019-20. This is disappointing,

since we received strong support in the form of an FFY18-19 Section 5339(b) award of \$6.285M. Staff is continuing to seek outside grant funds; we expect notice in response to our October 25<sup>th</sup> APCD AB617 grant request in the coming weeks, and we are asking the Board's authorization to also seek TCIRP funds under Agenda Item C-6.

### **Finance and Administration:**

Staff expects its annual fiscal and compliance auditor to complete its draft FY18-19 audit report in the coming weeks. We plan to present the report at the March 4<sup>th</sup> RTA Board meeting.

Staff from the RTA and SLOCOG conducted the on-site meetings with our TDA Triennial Auditor on December 18<sup>th</sup> and 19<sup>th</sup>. An administrative draft report should be completed in the first quarter of 2020; the full report will ultimately be considered by the SLOCOG Board in spring.

Staff provided comments to our human resources consultant (CPS) on the administrative draft review of our HR procedures and policies. We expect a final draft report of findings and recommendations in mid-January, and we will provide a summary to the Board at the March 4<sup>th</sup> meeting.

RTA team member Chelsea Sperakos recently completed a two-day California Special Districts Association training program for board secretaries. The CSDA recommends the record merely state "public comment was taken" in lieu of including names or details unless action will be taken in response to the public comment. This change could reduce the RTA's liability, and is reflected in the minutes (the RTA's audio/visual record is still available for those persons wishing to obtain more detailed information).

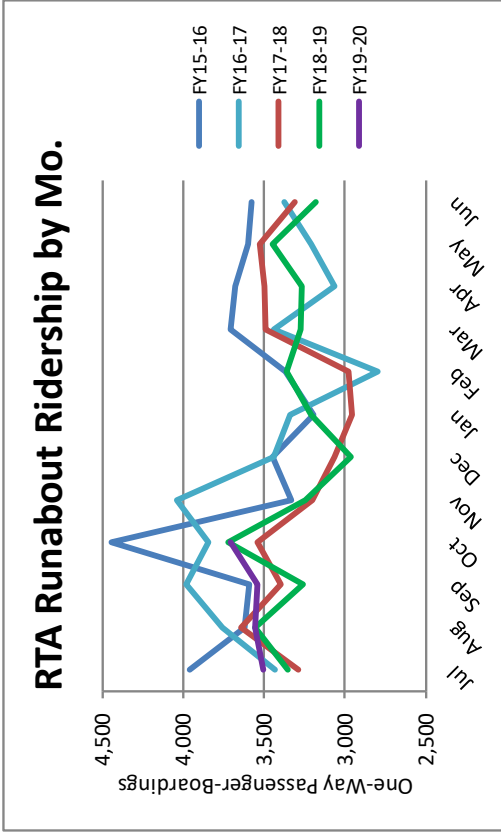
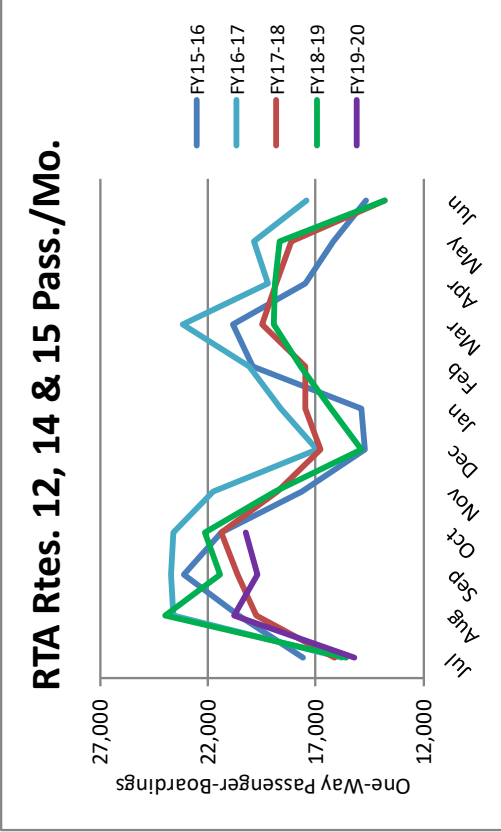
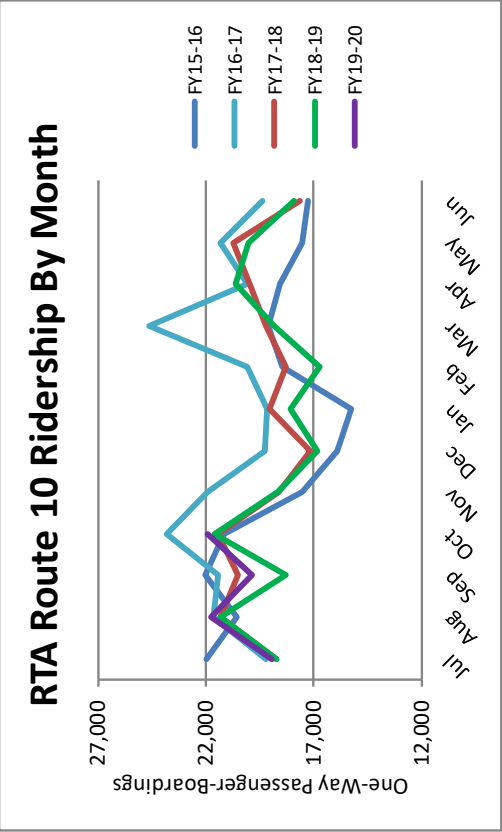
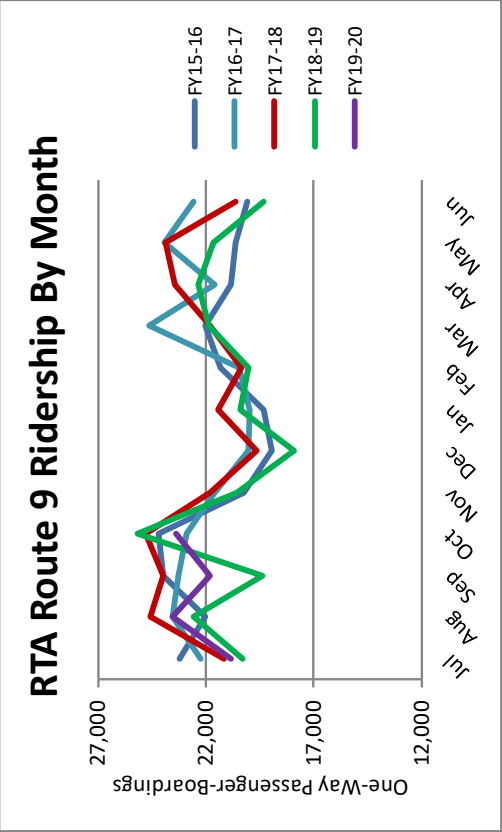
At the December 11<sup>th</sup> meeting, staff reported in Agenda Item C-1 that the increased annual cost of transitioning administrative, management and confidential employees from the CalPERS retirement system to the SLO County Pension Trust. However, as presented in Agenda Item C-11, we used the 2019 contribution rates. The additional costs to make the necessary corrections would be spread out among the jurisdictions according to the established TDA formula. Staff is working with our counsel to negotiate the final cost of withdrawing from CalPERS, including the length of time for payment. We also used a template provided by CalPERS for one of the resolutions, but that document included a typographical error. The corrected version is included in Agenda Item C-5 and CalPERS has agreed an extension to today's meeting is appropriate to correct the mistake. Finally, we will continue to work with our partners at SLOCOG to develop a financial plan, and we will provide an update soon after the final payment terms from CalPERS are nailed down.

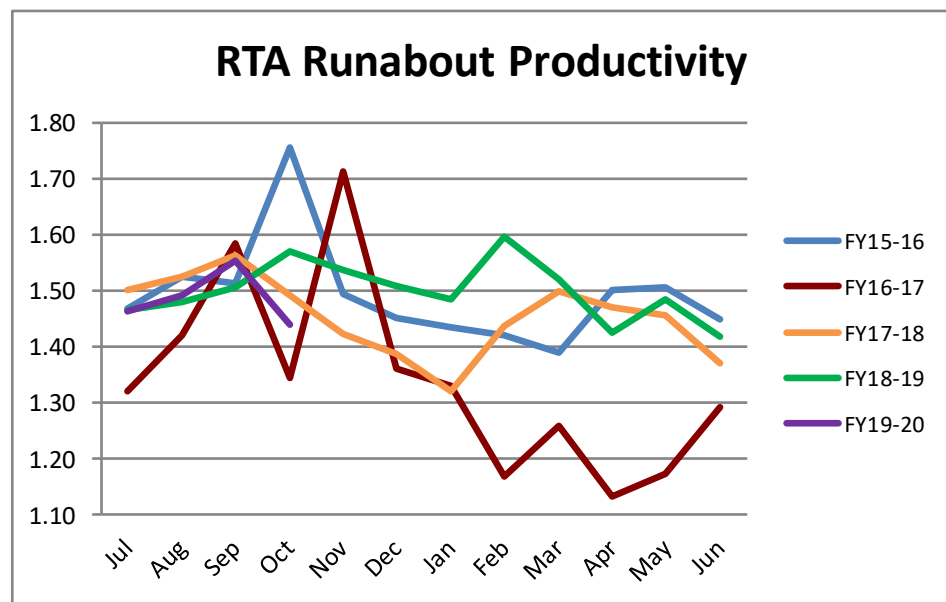
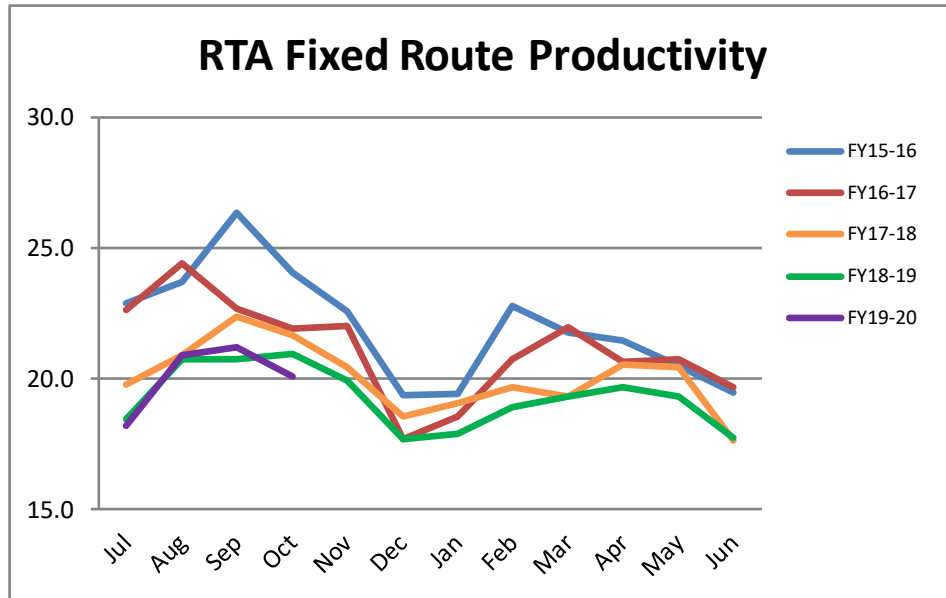
Our unaudited operating and financial results through the first four months of FY19-20 are presented in the tables at the end of this report. This tabular information is summarized as follows:

- RTA core fixed-route ridership totaled 248,002 through the end of October 2019. In comparison, the ridership for the same period last year was 250,546, which represents a decline of 1.0%. In comparison, the annual decline was 1.5% the same previous year-to-date period. Interestingly, the two year-round Highway 1 fixed-routes continue to experience reduced ridership (Route 12 SLO-Morro Bay down 8.6%, and Route 15 North Coast 10.1%) – which is a reversal of last year’s previous-year comparison. On the positive side, the US-101 routes experienced a reversal in trends – Route 9 SLO-Paso up 2.4% and Route 10 SLO-Santa Maria up 3.2%). Weakened campus ridership on the Route 14 SLO-Cuesta College service led that route’s 6.9% decline. See the graphs on page A-1-6 for details on each fixed-route’s ridership trends over the past five fiscal years.
- Runabout ridership totaled 14,313, which is a 3.0% increase compared to last year’s total (13,893). Staff will continue to look for ways to reduce Runabout demand and/or reduce costs for this highly-subsidized and federally mandated program.
- Trends over the past five years for productivity, which is defined as the average number of passenger-boardings per service hour, are provided in the graphs on page A-1-7.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the relatively weakened ridership and other financial challenges. See the tables on page A-1-8 and A-1-9 for details. Some important takeaways include:
  - In terms of overall non-capital expenses, we are right on budget – 33.3% through 33.3% of the fiscal year. It should be noted that the YTD workers’ compensation expenditures for all wage categories are higher than budgeted due to prepayment of quarterly premiums, but the year-end results should be within budget.
  - Administrative costs are essentially right on budget: 32.9% of the annual budget. The greatest deviation was due to the need to expend funds for professional technical services (\$78,331 expended vs. an annual budget of \$112,860, or 69.4% of budget); we are nearing the end of those agreements so staff expects the year-end results for this line-item to be within budget.
  - Overall Service Delivery costs are also essentially right on budget. We have thankfully avoided another major bus component failure/replacement

(we had to install a remanufactured engine in September), which has brought the YTD numbers for vehicle maintenance back in bounds.

- The farebox recovery ratio for core fixed-route services equated to 21.7% (19.3% last year), while Runabout achieved a ratio of 4.3% (3.9% last year). The RTA's results for this performance measure below the SBP standard of 25%, yet they are well above the 15.8% TDA requirement established by SLOCOG for FY19-20.
- The YTD subsidy per passenger-trip on core fixed-route services is \$6.46 (\$6.40 last year) and for Runabout it was \$84.76 (\$80.42 last year). Although we not yet received quarterly information from our transit agency partners, please remember that many Runabout trips are provided on fixed-route services through negotiated/interagency agreements. When those boardings and the fare payments are included, the overall Runabout-eligible subsidy per passenger-trip is actually quite lower – much more in-line with nationwide experience in larger, more-dense urban areas.





**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
YEAR TO DATE THRU OCTOBER 31, 2019  
CURRENT FISCAL YEAR - 2019/2020**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
<b>REVENUES:</b>										
FARES	\$ 154,039	\$ 155,940	\$ 106,466	\$ 13,632	\$ 14,196	\$ 444,273	\$ 41,272	\$ 2,345	\$ 54,090	\$ 541,980
<b>TOTAL ROUTE REVENUES</b>	\$ 154,039	\$ 155,940	\$ 106,466	\$ 13,632	\$ 14,196	\$ 444,273	\$ 41,272	\$ 2,345	\$ 54,090	\$ 541,980
<b>EXPENDITURES:</b>										
ADMINISTRATION	\$ 133,334	\$ 112,532	\$ 72,625	\$ 7,261	\$ 31,910	\$ 357,661	\$ 11,714	\$ 2,629	\$ 279,532	\$ 651,537
MARKETING	6,582	5,548	3,584	406	1,622	17,743	-	-	-	17,743
OPERATIONS/CONTINGENCY	465,910	402,914	253,854	25,989	115,225	1,263,892	208,865	43,308	853,889	2,369,954
FUEL	92,152	90,545	50,469	5,574	26,708	265,447	22,674	1,867	68,913	358,902
INSURANCE	49,347	48,477	27,028	2,938	14,293	142,083	11,670	1,788	64,980	220,520
<b>TOTAL EXPENDITURES</b>	\$ 747,325	\$ 660,016	\$ 407,561	\$ 42,168	\$ 189,756	\$ 2,046,826	\$ 254,923	\$ 49,593	\$ 1,267,314	\$ 3,618,656
<b>FAREBOX RATIO</b>	20.6%	23.6%	26.1%	32.3%	7.5%	21.7%	16.2%	4.7%	4.3%	15.0%
<b>SERVICE MILES</b>	123,972.3	121,803.6	67,893.4	7,437.6	35,935.9	357,042.7	29,331.6	4,566.0	163,367.0	554,307.3
<b>SERVICE HOURS</b>	4,610.5	3,889.2	2,511.2	243.4	1,098.8	12,353.1	2,114.1	474.6	9,636.6	24,578.3
<b>RIDERSHIP (Automatic Counters)</b>	89,579	82,482	60,012	8,032	7,897	248,002	39,577	929	14,313	302,821
<b>RIDERS PER MILE</b>	0.72	0.67	0.90	1.08	0.23	0.69	1.35	0.20	0.09	0.55
<b>RIDERS PER HOUR</b>	19.3	20.9	24.3	33.0	7.8	20.1	18.7	2.0	1.5	12.3
<b>COST PER PASSENGER</b>	\$ 8.34	\$ 8.00	\$ 6.79	\$ 5.25	\$ 24.03	\$ 8.25	\$ 6.44	\$ 53.38	\$ 88.54	\$ 11.95
<b>SUBSIDY PER PASSENGER</b>	\$ 6.62	\$ 6.11	\$ 5.02	\$ 3.55	\$ 22.23	\$ 6.46	\$ 5.40	\$ 50.86	\$ 84.76	\$ 10.16



	Adopted Budget, FY 2019-20	September Actual	October Budget	October Actual	October Variance	Year to Date FY 2019-20	Percent of Total Budget FY 2019-20
<b>Administration:</b>							
Labor							
Office Space Rental	70,210	5,776	5,851	6,536	(685)	24,578	35.0%
Professional Insurance	1,563,240	131,224	130,270	148,950	(18,680)	554,248	35.5%
Professional Technical Services	879,630	66,377	73,303	109,368	(36,066)	292,989	33.3%
Operating Expense	51,300	-	12,825	11,834	991	23,668	46.1%
Marketing and Reproduction	476,920	36,465	39,743	34,946	4,798	144,341	30.3%
North County Management Contract	20,710	-	-	-	-	24,384	117.7%
County Management Contract	112,860	34,808	9,405	39,080	(29,675)	78,331	69.4%
SCT Management Contract	44,970	1,762	3,748	3,471	277	13,208	29.4%
	292,950	18,291	24,413	20,595	3,817	69,367	23.7%
	133,240	4,173	11,103	5,260	5,844	17,743	13.3%
	(88,680)	(3,586)	(3,586)	(3,586)	-	(14,343)	33.3%
	(122,650)	(7,390)	(7,390)	(7,390)	-	(29,560)	33.3%
	1,758,220	140,681	153,343	203,357	(50,014)	579,244	32.9%
<b>Total Administration</b>							
<b>Service Delivery:</b>							
Labor - Operations	5,086,120	378,065	423,843	574,117	(150,274)	1,684,820	33.1%
Labor - Operations Workers Comp	347,120	-	86,780	80,074	6,706	160,149	46.1%
Labor - Maintenance	1,121,220	71,567	93,435	131,159	(37,724)	344,354	30.7%
Labor - Maintenance Workers Comp	101,580	-	25,395	23,433	1,962	46,865	46.1%
Fuel	1,048,730	88,879	87,394	103,197	(15,803)	366,960	35.0%
Insurance	677,570	55,952	56,464	59,956	(3,492)	227,811	33.6%
Special Transportation (for SLOCAT and Paso)	44,900	3,284	3,742	3,608	134	14,182	31.6%
Avila Trolley	63,590	7,731	-	-	-	20,965	33.0%
Maintenance (parts, supplies, materials)	628,670	49,064	52,389	62,675	(10,285)	222,003	35.3%
Maintenance Contract Costs	125,900	10,364	10,492	4,951	5,541	38,840	30.9%
<b>Total Operations</b>	9,245,400	665,005	839,934	1,043,170	(203,236)	3,126,949	33.8%
<b>Capital/Studies:</b>							
Computer System Maintenance/Upgrades	46,020	3,466	5,500	5,359	141	8,825	19.2%
Miscellaneous Capital	89,460	-	-	-	-	400	0.4%
Specialized Maintenance Tools	252,860	2,223	-	-	-	2,223	0.9%
Bus Stop Improvements/Bus Stop Solar Lighting Vehicles	880,700	-	-	3,760	-	3,760	0.4%
Curaway and Dial A Ride Vehicles	555,200	-	-	-	-	5,000	0.9%
Runabout Vehicles and Equipment	1,824,240	5,689	5,500	9,119	(3,619)	20,208	1.1%
<b>Total Capital Outlay</b>							
Contingency	132,040	-	11,003	-	11,003	-	0.0%
<b>Elks Lane Project</b>	499,990	220,204	404,000	403,700	300	628,904	125.8%
<b>Management Contracts</b>	254,360	21,197	21,197	21,197	-	84,787	33.3%
<b>TOTAL FUNDING USES</b>	13,714,250	1,052,776	1,434,977	1,680,542	(245,565)	4,440,091	32.4%
<b>TOTAL NON-CAPITAL EXPENDITURES</b>	11,390,020	826,883	1,025,477	1,267,723	(242,247)	3,790,980	33.3%

**This Page Left Intentionally Blank**

# **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

## **STAFF REPORT**

**AGENDA ITEM:** B-1

**TOPIC:** Agreement for Bus Maintenance Facility Construction Management Services

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize the Executive Director to Execute Agreement with Kitchell

### **BACKGROUND/DISCUSSION:**

As authorized by the RTA Board of Directors at its September 4, 2019 meeting, staff solicited statements of qualifications for Construction Management services and we received three proposals by the October 18<sup>th</sup> deadline. RTA staff and an expert from the SLO County Public Works department served as the selection committee, and we interviewed the finalists on November 11<sup>th</sup>. The selection committee unanimously ranked Kitchell as the most qualified for our project and, following my discussions with their references, I began negotiations with Kitchell's local principal shortly thereafter.

In my September 4<sup>th</sup> staff report, we reported that a typical range for Construction Management services is 3% to 5% of final construction costs is typical, with a high of 10% for more complex projects. A 3% figure equates to roughly \$700,000. Based on the work proposed by Kitchell and reviewed by staff, the attached agreement includes a not-to-exceed \$839,860. This includes 16 weeks of preconstruction/bidding phase work (\$43,540), and 83 weeks of construction / 8 weeks closeout (\$796,320). In total, this base agreement for Construction Management services is roughly 3.4% of estimated construction costs.

The agreement includes optional services that the RTA might ultimately need to address, including testing / specialized inspections and CEQA mitigations monitoring that could be procured separate from the Kitchell agreement. Staff will continue to investigate and provide recommendations at a future meeting.

### **Staff Recommendation**

Authorize the RTA Executive Director to execute the base agreement with Kitchell for Construction Management services, and direct staff to research proposed optional services and report back to the RTA Board.

***This Page Left Intentionally Blank***

**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
WITH KITCHELL**

**AGREEMENT NUMBER 20-02**

This "Agreement" is made as of this day of January 8, 2020, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and Kitchell ("Contractor").

**RECITALS**

A. The RTA desires to retain a qualified and committed professional firm or team of firms to provide construction management services for the RTA Bus Maintenance Facility Project.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, the RTA and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

**2. COMPENSATION**

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned

effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \$839,860.00. The RTA's Chief Financial Officer is authorized to pay all proper claims.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### **4. INDEMNITY**

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

## **5. INSURANCE**

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. TERMINATION**

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to the RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

## **8. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

### **RTA Representative:**

Geoff Straw  
San Luis Obispo RTA  
179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 781-4465  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

### **Contractor Representative:**

Randy Rominger  
Kitchell  
1540 Marsh Street, Suite 150  
San Luis Obispo, CA 93401  
(805) 706-0276  
[rrominger@kitchell.com](mailto:rrominger@kitchell.com)

## **9. INDEPENDENT CONTRACTOR**

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

## **10. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **11. SUCCESSORS AND ASSIGNS**

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.



## 12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

## 13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Luis Obispo County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of economic interests required by the RTA’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the RTA’s Conflict of Interest Code. The above statements of economic interests are public records subject to

public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **14. ACCESSIBILITY REQUIREMENTS**

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility

standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

#### **15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to the RTA that it is (a) duly organized and validly existing formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

////////////////////////////////// NOTHING FURTHER PAST THIS POINT //////////////////////////////////////

Executed as of the day and year first above stated.

**CONTRACTOR:**

Name of Firm: Kitchell

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor  
☐ Partnership  
☐ Corporation  
☐ Limited Liability Company  
☐ Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer I.D. No. \_\_\_\_\_

**SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY**

By: \_\_\_\_\_

Geoff Straw

RTA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
RTA Counsel

ATTEST:

\_\_\_\_\_  
RTA Clerk

**Attachments:**

- Attachment One – Insurance Requirements for Agreements for Professional Services
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Final Scope of Services
- Request for Proposals (attachments on pages 26 through 53 removed)
- RFP Addendum #1 (attachments on pages 5 through 286 removed)
- Contractor's Submittal & December 19, 2019 Revised Fee Proposal

## ATTACHMENT ONE

### INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

- A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ATTACHMENT TWO**

### **FEDERALLY REQUIRED CONTRACT CLAUSES**

#### **2-1 ACCESS TO RECORDS AND REPORTS**

1. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### **2-2 BONDING REQUIREMENTS *(Not Applicable to This Procurement)***

#### **2-3 BUS TESTING *(Not Applicable to This Procurement)***

#### **2-4 BUY AMERICA REQUIREMENTS *(Not Applicable to This Procurement)***

#### **2-5 CARGO PREFERENCE REQUIREMENTS *(Not Applicable to This Procurement)***

#### **2-6 CHARTER SERVICE *(Not Applicable to This Procurement)***

#### **2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The CONTRACTOR agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## **2-8 CIVIL RIGHTS LAWS AND REGULATIONS**

### Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees



that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

## **2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

### **Overview**

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

#### Contract Assurance

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

#### DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the RTA.

#### DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

#### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the

Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

#### Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

#### Continued Compliance

The RTA shall monitor the CONTRACTOR's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and
5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

#### Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

## **2-10 EMPLOYEE PROTECTIONS**

The following three FTA required clauses pertain to this procurement.

#### Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The

CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### Contract Work Hours and Safety Standards for Awards Not Involving Construction

The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **2-11 ENERGY CONSERVATION**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **2-12 FLY AMERICA**

### **1. Definitions. As used in this clause—**

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORS, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
3. If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.  
*[State reasons]:*

---

(End of statement)

5. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

**2-14 LOBBYING RESTRICTIONS – See Attachment A, which includes a submittal form.**



## **2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **2-16 PATENT RIGHTS AND RIGHTS IN DATA *(Not Applicable to This Procurement)***

## **2-17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES *(Not Applicable to This Procurement)***

## **2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **2-19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS *(Not Applicable to This Procurement)***

## **2-20 RECYCLED PRODUCTS**

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with

and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## **2-21 SAFE OPERATION OF MOTOR VEHICLES**

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or RTA.

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **2-22 SCHOOL BUS OPERATIONS *(Not Applicable to This Procurement)***

## **2-23 SEISMIC SAFETY**

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **2-24 SUBSTANCE ABUSE REQUIREMENTS *(Not Applicable to This Procurement)***

## **2-25 TERMINATION**

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTA.

## **2-26 VIOLATION AND BREACH OF CONTRACT**

### **Rights and Remedies of the RTA**

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORS;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

### **Rights and Remedies of CONTRACTOR**

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the RTA Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the RTA Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

#### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **EXHIBIT A – SCOPE OF SERVICES**

### **1.1 RTA's Responsibility**

The RTA has appointed the Executive Director as the responsible agent for moving the project from conception to completion. In this role, the Executive Director will:

- Serve as the single point of contact for critical interfaces and directions;
- Be empowered to make decisions and take action;
- Be responsive to emergency or rapidly changing conditions;
- Perform progress reviews, quality assurance, and related actions;
- Track and be responsible for deliverables;
- Interface with external agencies;
- Function as a single point-of-contact with FTA officials; and
- Be responsible for project accomplishment.

### **1.2 Construction Manager's Responsibility**

The CM is responsible for project construction and certain equipment and material procurement administration from the date of the CM contract to the final turnover to the RTA's Operations and Maintenance (O&M) personnel. Where responsibilities for related activities are under the control of other jurisdictions, the CM is responsible for integration and coordination of those activities.

Prior to construction contract award, the CM is responsible for verification that the contract milestones are compatible with the Integrated Master Project Schedule (IMPS), special construction requirements, and constructability reviews. The CM will also assist the RTA with finalization of front-end procurement documents and selection of the construction contractor. During construction, the CM is responsible for monitoring and documenting contract compliance with the drawings, specifications, and other requirements including construction warranties, contract documentation and as-built record, affirmative action and EEO, DBE participation, and contract close-out. Additionally, the CM is responsible for overseeing contract administration procedures and construction safety and security. The CM provides construction management personnel to supplement the grantee's CM organization.

### **1.3 CM's Resident Engineer**

A minimum of one qualified Resident Engineer (RE) will be assigned by the CM. The RE will assume responsibility for administration of the contract once award is made. The RE is the RTA's primary field representative, and is the construction contractor's single point of contact. The RE receives all submittals, requests for information (RFI), correspondence, and change order requests. The RE ensures that the work is constructed in accordance with the

requirements of the drawings and specifications throughout the project up to and including final inspection, testing and close-out.

Work to be done under any construction contract will not be considered complete until it has passed a final inspection by the RE, the Commissioning Agent (3C Engineering, as appropriate), and the RTA. The construction contractor must carry out the instructions of the RE insofar as they concern the work to be done under the contract within the RE's limit of authorization. The RE has the authority to direct that unacceptable work be halted and removed and replaced at the contractor's expense.

Approval by the RE signifies favorable opinion and qualified consent. It does not carry with it certification, assurance of completeness or quality, or accuracy concerning details, dimensions, or quantities. The RE's approval will not relieve the construction contractor from responsibilities for error, improper fabrication, and non-compliance to a requirement, or for deficiencies within the contractor's control.

#### **1.4 CM Technical Requirements**

The proposer should have the organizational, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with the interests of the RTA. Subcontracting of specialty consultants may be permitted only with prior written authorization by the RTA for an individual Task Order. The RTA will reimburse the CM for the direct subcontractor costs as evidenced by original invoices plus the mutually agreed mark-up percentage.

By submitting its proposal, the proposer is certifying that neither the company nor any of its employees have a conflict of interest with any of the organizations or personnel of the Design Team led by Stantec Architecture and/or the RTA. Prior to the CM gaining access to proprietary information from other companies in performing the services for the RTA BMF project, the CM must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and, refrain from using the information for any purpose other than for which it was furnished to the RTA. Prior to beginning work on the BMF project, the CM and its personnel may be required to complete and abide by confidentiality and non-disclosure agreements.

#### **1.5 Mandatory Legal Requirements:**

The proposer shall be properly licensed and authorized to perform work in the State of California. The awarded CM at its own cost shall furnish and maintain in good conditions all necessary personal protective safety equipment as required for the type of work in accord with latest Occupational Safety and Health Administration (OSHA), the California Division of Occupational Safety and Health (Cal/OSHA) and Environmental Protection Agency (EPA) rules and regulations plus those in effect by the using agency governing the work to be done.

## **1.6 Quality Assurance / Quality Control**

Toward the end of the Final Design phase, the CM will develop a Quality Program plan, working closely with the RTA, the Commissioning Agent (3C Engineering) and the Designer (Stantec Architecture). In the Construction phase, the objective of the Quality Program will be to verify that equipment and materials installed, as well as work performed, comply in all respects with the contract specifications. As such, the Quality Program must provide an effective means to ensure that:

- Selected equipment is tested throughout development, manufacture, and installation to verify that it functions as specified. Test equipment will be properly calibrated.
- Work processes are controlled to ensure that work is done in the appropriate sequence, that the production and installation processes that directly affect quality are performed under controlled conditions, and that special processes that cannot be verified by subsequent inspection and testing of the product are appropriately monitored.
- Early detection of nonconforming conditions is accomplished, and positive corrective action is performed in a timely manner.
- Control over the configuration is maintained at all times to ensure the acceptability of equipment, as designed and contracted for, per approved drawings and accepted design verification testing.

The Quality Program will provide documentation so that the work can be accepted. It will also require the contractor to have an effective quality control (QC) program and provide for the oversight of that program through the RTA's QA activities.

## **1.7 Change Control and Management**

The CM will assist the RTA in developing a Change Control process and applicable form wherein the source of the change is identified. The contractor will be given official notice either through a change order or by direction of the RTA through the CM. The CM will provide documentation to back up to the directed change.

Changes during the Construction phase could result from, but not be limited to, the following causes:

- *Differing site conditions* – Including:
  - Subsurface conditions different from contract representations (Type I)
  - Unknown or unusual conditions not reasonably anticipated (Type II)
  - Conditions created by previous contractors

- *Errors or omissions in plans and specifications* – The RTA has an “errors and omissions (E&O) clause” in the designer’s contract, and this clause is strong enough to recoup losses resulting from faulty designs. The RTA may obtain compensation through the designer’s E&O insurance when a change required by an error or omission has a substantial monetary impact.
- *RTA action* – Including:
  - Changing portions of the plans and specifications
  - Altering the time allowed to perform the work
  - Changing the contractor’s method of work
  - Stop orders
  - Regulatory changes, such as environmental, security, and safety

No matter the size of the change, its impact will be assessed in terms of time and cost (estimated or actual). The construction contract will address the process of pricing changes consistent with FTA requirements regarding issues such as equipment rates, overhead, and profit. This matter is one that accentuates the need for the CM’s inspectors to maintain careful diaries which identify environmental, manpower, equipment, materials, activities and durations at the site every work day. These diaries will be indispensable during assessment and negotiation of change orders or Owner-directed changes. At the same time, diaries will provide assessments of the execution of work each day so as to forewarn of potential contractor claims that may arise.

## **1.8 Configuration Management**

In the Procurement/Construction Phase, the objective is to implement the project in accordance with the plans and specifications of the contract documents. Specific considerations during construction will include:

- Protection or relocation, as required, of existing utilities based on identification and design conducted earlier.
- Requirement that construction contractors will verify existing site conditions and dimensions.
- Sensitivity during construction to potential impacts from air, noise and water pollution, drainage issues (surface and sewers), archeological concerns and habitat destruction as identified in the CEQA IS-MND and/or NEPA CE.

In the Procurement/Construction phase, the project definition technical baseline established during Final Design will be used to monitor construction and fabrication processes. The baseline must be closely followed to ensure quality, safety, security, performance, and cost compliance. There may be occasions, however, when changes are required. All changes to the project definition baseline must be reviewed and assessed by the technical experts, inclusive of



schedule and estimating expertise, and then must be reviewed and approved by the responsible individuals as set forth in the Quality Plan for the Procurement/Construction Phase.

During the Procurement/Construction phase, special emphasis will be placed on recording and documenting any changes that are approved and completed. Changes become a matter of official record and must be requested in writing in accordance with the project Change Control procedures before being considered for approval. The Quality Plan will establish those individuals authorized to approve equipment procurement and/or construction changes and the dollar thresholds of their authority. At the completion of equipment procurement (and installation) and construction, detailed equipment drawings, operating manuals, warranties, etc., must be submitted, and "as-built" drawings for constructed facilities must be prepared.

Design service by Stantec during construction is the provision of designer reviews of contractor submissions, where submission requirements are detailed in the contract documents. These submissions include shop and working drawings, materials and equipment cut sheets, and testing for systems contracts. In every case, where designer review and approvals are required, it is vital to adhere to the Change Control procedures and keep detailed records and have established levels of authority (cost, functionality and schedule impact) delineated for approvals, especially for any changes to the baseline.

## **1.9 Scheduling and Delays**

The CM will develop a Project Master Schedule for the construction phase in close coordination with the Owner, the design team and the commissioning agent. The Project Master Schedule will be included in construction bidding documents. The construction contractor will be required to submit copies of the schedule in electronic format to ease the integration into the Project Master Schedule. All construction contractor updates should be integrated and checked for impacts to other project elements within the Project Master Schedule. When contractors submit monthly CPM updates, the CM will check all milestone dates to determine that they are within the contract parameters and whether the dates scheduled are attainable based on the contract status.

A delay is defined as a measure of the lack of progress against how the work was scheduled to progress to completion. Project delays can only occur if critical path activities are delayed. Delays on other paths consume float and do not result in a project delay until they consume all float, at which point they become critical. Delays to the critical path provide float to other, non-critical paths. Typical causes of delays include additional work, disrupted work, suspended work, or slow progress.

Delays are categorized as excusable or non-excusable. An excusable delay is unforeseeable and not within the contractor's control (e.g., a natural disaster). It can be either non-compensable (the contractor receives a time extension but no compensation for the delay) or compensable (the contractor receives both a time extension and compensation for the delay). A non-excusable delay is one that is considered to be either foreseeable by the contractor or within

the contractor's control. For a non-excusable delay, the contractor receives no time and no compensation, and could be liable for actual or liquidated damages.

The CM will help the RTA establish delays language for inclusion in the construction contract, which will define appropriate examples of all these terms. There could also be concurrent delays due to the actions of both the RTA and the contractor. A critical path method schedule for each construction and equipment/materials contract is essential and invaluable in evaluating the impact of an actual delay or a potential change.

#### **1.10 Documentation (Progress Reporting, Maintenance of Records)**

The CM will assist the RTA in establishing internal reporting mechanisms and develop any special management plans. One such plan is a Construction Management Plan, which will provide clear direction for the RE and Inspectors. The Plan will contain detailed information for communications and will include reporting procedures and requirements for the following:

- Daily work schedules and progress reports
- Construction and fabrication status
- Materials status reporting/materials shortages
- Accident reporting and emergencies
- Security breach policies and reporting mechanisms
- Delays
- Stoppages
- Daily costs and expenditures for changed work
- Grievance procedures
- Project manager, REs, inspector reporting procedures
- Quality assurance and quality control
- Equipment and resource status
- External factors affecting the project

The areas listed above, and others, reflect the daily and periodic communications responsibilities of the project team, who must, in turn, communicate information to the RTA via the CM. Progress reports will be submitted monthly by the CM and will include the following:

- Milestone summary schedule and cash flow payment curve
- Current approved submittal schedule
- Fiscal summary for contract and major subcontracts (award amount, executed change orders, current commitment, payment dates, % expended, actual expenditures versus baseline cash flow, potential claims, and value of executed change orders)
- Change orders – description, status, and outstanding issues
- Claims status – description, status, and outstanding issues
- A one-month look ahead narrative
- Systems design status by major milestone

- Facilities construction status by major milestone
- Procurement status
- Systems procurement/installation status by major milestone
- Integrated testing status by major milestone
- Submittals/deliverables status per the contract terms, and, at least, by major milestone
- Quality assurance/quality control status including test schedule/status, non-conformance status and actions taken, and audits scheduled/completed and significant findings
- Environmental mitigation status including compliance/non-compliance reports, completed mitigation efforts, public complaints, non-compliance issues raised by regulatory/oversight agencies, and hazardous material status
- Construction safety status, including reportable incidents, training, and other relevant safety information
- Construction security status—including any breaches, particularly those resulting in injury to employees, significant losses due to theft, or crimes against the site or surrounding area
- Photos showing recent progress
- DBE status by subcontractor including last payment time and amount, amount paid to date, original subcontract value, and change orders
- Permit application report including the status of those obtained by the RTA and those obtained by the contractor, and permit modifications
- Utility work status by major utility
- Extra work
- Status of other activities including significant events, public affairs and insurance

A number of the types of communications listed above are systems within themselves and are routinely used during all construction projects to report progress and status of various aspects of the project. The majority of these will have already been established by the contractor and are necessary for controlling construction. The RTA and the CM will first determine the reporting system(s) to be used by contractors, specify it (them) in the contract bid documents and awarded contract, and then determine what additional information is needed to keep all relevant internal and external groups fully informed.

External reporting requirements generated by outside agencies will be factored into the overall reporting system and used to develop a comprehensive list of information that is used by the RTA's organization, the contractor, and other organizations assisting the RTA.

### **1.11 Construction Contractor Payments**

The construction contractor will be required to maintain an approved job cost account system to adequately capture the costs necessary to demonstrate entitlement under various remedy-granting clauses of the contract, including costs for claims. The CM will assist the RTA in

developing a clearly established process for reviewing and approving contractor invoices to permit prompt contractor payment or the identification and resolution of any anomalies.

### **1.12 Project Closeout**

The CM will assist the RTA in establishing a process in the construction contract documents for project closeout. It will mandate that all construction contractor requirements are accomplished in compliance with contract specifications and include items such as, but not limited to:

- Operating and maintenance documentation (manuals) and training
- Completion of punch list items
- Final inspection by the RTA
- Warranties and guarantees
- Record plans or as-built drawings

An interim step could be “beneficial occupancy” wherein the RTA might accept only part of the total contracted facilities, systems, or equipment. This could occur prior to project completion to give the RTA the opportunity to do force account work and to initiate pre-revenue service. It is important to clearly define who has responsibility for O&M, safety, and security at this stage. “Substantial completion” refers to the entire contracted work product being accepted for use. This term is also used when the grantee accepts a portion of the work where only minor punch list work remains.

### **1.13 Permits**

The RTA is in the process of obtaining all master and detailed agreements with all relevant governmental jurisdictions, agencies, and utilities. The CM will help the RTA verify that the construction contractor obtains all permits related to the actual construction for which it is responsible. The cost and schedule impacts of this contract requirement will be the full responsibility of the construction contractor.

### **1.14 Safety Plan**

The CM will review and assist the RTA in approving the construction contractor’s safety plan in accordance with the specification requirements. This may include appropriate revisions of the draft version, if required, to meet the RTA’s requirements. An important aspect of the contractor’s safety organization is its independence from the contractor’s organization responsible for accomplishing the actual work.

### **1.15 Security Plan**

Just as with safety, the CM will assist the RTA in reviewing and accepting the construction contractor’s project security plan that complies with the specifications set by the RTA. The BMF

is located close to US-101, as well as adjacent to the CAPSLO Homeless Services Center. The construction contractor and the RTA may consider specifying a higher level of security, including, possibly, surveillance cameras, additional lighting, or constant or roving patrols by contract guards.

#### **1.16 Quality Plan**

The RTA will require the contractor to develop a quality plan for the construction contractor's project responsibilities in accordance with the specification requirements for the CM's review and recommended approval. Appropriate revisions of the draft version will be made, if required, to meet the RTA's requirements. An important aspect of the contractor's quality organization is its independence from the organization responsible for accomplishing the actual work.

#### **1.17 Submittals of Shop Drawings or Contract Data Requirements**

The contractor will submit shop drawings, manufacturers' standard schematic drawings, manufacturers' calculations and standard data, product literature and installation instructions, and any other documents or samples as required by the contract specifications to the CM for review. Final shop drawings and all manufacturers' product information will become permanent project records, and final payment will not be made until all such material has been submitted and approved by the grantee.

#### **1.18 Submission of Requests for Information (RFIs)**

An RFI is a formal means for a contractor to obtain an interpretation of the RTA's design documentation or other contractual requirement that is not apparent to the construction contractor. Omissions, conflicts, or other inconsistencies in the drawings or specifications will be rectified by issuing a change notice to the contractor. Clarifications that do not require a change in the contract specifications will be made by a written response to the RFI.

#### **1.19 Progress Reporting and Invoices**

The construction contractor will submit periodic progress reports and invoices to the CM in accordance with the specification requirements. To encourage early compliance with each and every specification dealing with technical or administrative submittals, the CM will recommend promptly rejecting all contractor submittals until and unless they adhere to the contract requirements. However, preparation of the invoice may be and usually is a joint effort involving both the contractor and the CM, and this process eliminates most last minute rejections.

Progress Reports will be submitted monthly by the contractor and will generally include the following:

- Milestone summary schedule and cash flow payment curve

- Current contractor's schedule for submittals
- Affirmation of latest RTA approved construction (or other contract) schedule, or notice of change(s) contractor intends to propose for RTA approval
- Fiscal summary for contract and major subcontracts (award amount, executed change orders, current commitment, payment dates, % expended, actual expenditures versus baseline cash flow, potential claims, and value of executed change orders)
- Change orders – description, status, and outstanding issues
- Claims status – description, status, and outstanding issues
- A one-month look ahead narrative
- Systems design status by major milestone
- Facilities construction status by major milestone
- Procurement status
- Systems procurement/installation status by major milestone
- Integrated testing status by major milestone
- Submittals/deliverables status per the contract terms, and, at least, by major milestone
- Quality assurance/quality control status including test schedule/status, non-conformance status and actions taken, and audits scheduled/completed and significant findings
- Environmental mitigation status including compliance/non-compliance reports, completed mitigation efforts, public complaints, non-compliance issues raised by regulatory/oversight agencies, and hazardous material status
- Construction safety status—including reportable accidents, training, and other relevant safety information
- Construction security status—including any breaches, particularly those resulting in injury to employees, significant losses due to theft, or crimes against the site or surrounding area
- Photos showing recent progress
- Disadvantaged business enterprise status by subcontractor including last payment time and amount, amount paid to date, original subcontract value, and change orders
- Permit application report including the status of those obtained by the grantee and those obtained by the contractor, and permit modifications
- Coordination with other contracts, including meetings and written communications
- Utility work status by major utility
- Extra work
- Status of other activities including significant events, public affairs and Insurance

## **1.20 Record Drawings and Documentation**

The construction contractor will submit all record drawings and documentation to the CM for review. Once finalized, the drawings and documents will be furnished to the RTA.

### **1.21 O&M Manuals and Training**

In coordination with the design team and the Commissioning Agent, the CM will prepare and submit all O&M manuals and training program documentation, and will conduct the actual training programs for the RTA's staff in accordance with the contract requirements. The specifications will address the systems and subsystems for which manuals and training are required, the media for these materials, quantity and schedule, formatting standards, and other detailed requirements.

1. Review coordination drawings to ensure that trades are making a reasonable effort to coordinate.
2. Write and distribute construction checklists for commissioned equipment.
3. Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
4. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
5. Perform the following pre-functional tasks:
  - a. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
  - b. Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
  - c. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
  - d. Document systems startup by reviewing start-up reports and by selected site observation.
  - e. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
6. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional testing, energy management control system trending and may include stand-alone data logger monitoring.
7. Coordinate, witness and document manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider



during functional testing. Analyze functional performance trend logs and monitoring data to verify performance.

8. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the commissioning provider and the RTA.
9. Prepare test plans for, assist with execution of, and document tests of commissioned equipment overseen by regulatory authorities and ensure that such tests meet the testing rigor desired by the RTA.
10. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the RTA's Representative. Provide directly to the RTA's Representative written progress reports and test results with recommended actions.
11. Review equipment warranties to ensure that the RTA's responsibilities are clearly defined.
12. Oversee and review the training of the RTA's operating personnel.
  - a. Oversee the videotaping of this training.
  - b. Review the creation of a classroom "owner's manual" that is to be kept in the classroom.
  - c. Review the preparation of the O&M manuals for commissioned equipment.
13. Compile a Commissioning Record, which shall include:
  - a. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
    - i. Equipment meeting the equipment specifications,
    - ii. Equipment installation,
    - iii. Functional performance and efficiency,
    - iv. Equipment documentation, and
    - v. Operator training.

- b. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
  - c. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
14. Compile a Systems Manual that consists of the following: RTA's Project Requirements (to be developed by Contractor in coordination with the RTA); Design Narrative and Basis of Design (by designer); Performance Metrics developed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them (all by commissioning provider).

### **Warranty Period**

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
2. Return to the site at 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

## **Systems to Be Commissioned**

The following systems and assemblies will be commissioned:

1. Central building automation system
2. All equipment of the heating, ventilating and air conditioning systems
3. Scheduled or occupancy sensor lighting controls, and lighting and lighting control systems
4. Daylight dimming controls
5. Uninterruptible power supply systems
6. Irrigation.
7. Domestic hot water system.
8. Process piping, compressed air, and vehicle exhaust systems.

**This Page Left Intentionally Blank**



# **REQUEST FOR PROPOSALS**

## **CONSTRUCTION MANAGEMENT SERVICES**

### **for the**

## **RTA BUS MAINTENANCE FACILITY**

**RFP No. 19-03 Release Date**

**September 23, 2019**

**Submittal Due Date**

**October 18, 2019, 2019 at or before 4:00 pm (PST)**

Three printed copies and one digital copy of your firm's submittal should be submitted to the attention of the undersigned; see page 16 for details.

**Mail completed submittals to:**

Geoff Straw, Project Manager  
San Luis Obispo Regional Transit Authority,  
179 Cross Street,  
San Luis Obispo, CA 93401  
805-781-4465  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

Questions regarding the solicitation process and the scope of work should be directed to Geoff Straw at (805) 781-4465. All questions should be submitted in writing by mail, e-mail no later than 4:00 p.m. on Wednesday, October 9, 2019. These questions, along with their answers, will be forwarded to all known RFP recipients by 5:00 p.m. on Friday, October 11, 2019.

## **Table of Contents**

<b>SECTION I – SUBMITTAL SCHEDULE .....</b>	<b>2</b>
<b>SECTION II – INTRODUCTION &amp; BACKGROUND.....</b>	<b>3</b>
<b>SECTION III – SCOPE OF WORK.....</b>	<b>5</b>
<b>SECTION IV – GENERAL INFORMATION .....</b>	<b>12</b>
<b>SECTION V – FORMAT OF SUBMITTALS.....</b>	<b>16</b>
<b>SECTION VI – CONTRACTOR SELECTION PROCESS.....</b>	<b>24</b>
<b>RFP CHECKLIST FORM.....</b>	<b>26</b>
<b>ATTACHMENT A – RESTRICTIONS ON LOBBYING FORM .....</b>	<b>27</b>
<b>ATTACHMENT B – DESIGNATED CONTACTS LIST .....</b>	<b>28</b>
<b>ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT .....</b>	<b>29</b>
<b>ATTACHMENT ONE – INSURANCE REQUIREMENTS .....</b>	<b>37</b>
<b>ATTACHMENT TWO – FEDERALLY REQUIRED CONTRACT CLAUSES.....</b>	<b>39</b>

## **SECTION I – PROCUREMENT SCHEDULE**

September 23, 2019	Publish RFP
October 8, 2019 at 9:00 a.m.	Non-mandatory pre-submittal meeting in RTA Upstairs Conference Room, located at 179 Cross Street, San Luis Obispo, CA 93401
October 9, 2019 by 4:00 p.m.	Deadline for submission of questions/clarifications
October 11, 2019 by 5:00 p.m.	Answers to questions posted on RTA website and emailed to all known prospective proposers.
October 18, 2019 by 4:00 p.m.	Submittals due and names of submitters announced in RTA Upstairs Conference Room
Week of October 28, 2019	Vendor oral interviews (If Needed)
Week of November 4, 2019	Final Selection and Notice to Proceed

### **Procurement Process and Scope of Work Questions:**

All procurement documents will be posted on the RTA website. Vendors are encouraged to submit questions/requests for clarification via email regarding the RFP by Wednesday, October 9, 2019 prior to 4:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFP recipients and posted on our website by 5:00 p.m. on Friday, October 11, 2019.

#### **To:**

Geoff Straw  
San Luis Obispo Regional Transit Authority  
179 Cross Street,  
San Luis Obispo, CA 93401  
805-781-4465 Voice  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

## **SECTION II – INTRODUCTION & BACKGROUND**

### **A. INTRODUCTION**

The San Luis Obispo Regional Transit Authority (RTA) is soliciting statements of qualifications to furnish Owner's Representative / Construction Management Services (CM) for the RTA's planned new Bus Maintenance Facility (BMF). The RTA intends to negotiate with the highest-ranked proposer based upon expertise, qualifications, and costs; if negotiations cannot be concluded with the highest-ranked proposer, then the RTA will begin negotiations with the next-highest ranked proposer, and so on. This project is partially funded with Federal Transit Administration funds, so any agreement resulting from this CM procurement must meet all Federal requirements.

### **B. BACKGROUND**

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides regional fixed routes along primary roadway corridors throughout San Luis Obispo County, and the RTA's sister agency (South County Transit) operates local fixed routes in the Five Cities Area. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed route providers in the County. Finally, the RTA provides local fixed route and dial-a-ride services under contract to the City of Paso Robles. The project will accommodate all administrative, operations and maintenance needs for all public transit services listed above.

Any contract resulting from this procurement is subject to financial assistance contract between the RTA and the United States Department of Transportation and the California Department of Transportation.

The Owner is seeking the services of a qualified Construction Management firm for a new construction project. The project currently consists of two buildings: a 29,500 gross sf Main Building (includes about 3,000 sf of mezzanines) and a 3,500 gross sf Wash Building. Both buildings are one story, construction type V-B (unprotected steel and masonry) buildings in San Luis Obispo, California, with a project budget of \$25 million based on the 90% cost estimate. The facility is expected to be comprised of about 13,400 square feet of office space and related public transit operations areas, and about 21,400 square feet of vehicle maintenance space, (repair areas, storage, fueling, vehicle washing, etc.). The total developed site area will be about 4.14 acres consisting of fleet and employee parking, landscaping, stormwater retention, driveways, etc. The project will also include construction of the RTA's portion of a realigned Elks Lane roadway, and accompanying stormwater and other improvements.

The BMF project was approved by the City of San Luis Obispo Planning Commission on July 24, 2019, and construction documents are planned to be submitted to the Community Development Department in October 2019. Construction is anticipated to begin in late spring



2020 and final occupancy by January 31, 2022. Project documents available for review at [www.slorta.org/about-rta/agency-reports](http://www.slorta.org/about-rta/agency-reports) include the April 17, 2019 *RTA Bus OMF Programming Plan* prepared by Stantec Architecture, Inc. and the July 20, 2017 *Initial Study / Mitigated Negative Declaration* document (as amended on July 24, 2019).

#### C. PURPOSE

Construction management is a professional service that provides a project's Owner with effective management of the project's schedule, cost, quality, safety, scope, and function. These principles are echoed in the March 2016 update of the Federal Transit Administration's *Project and Construction Management Guidelines* document, which also incorporates the RTA's responsibilities under the FAST Act as it relates to capital project oversight.

The Construction Manager (CM) will be involved throughout the project from the final design currently underway (contracted with Stantec Architecture, Inc.) through the warranty phase, including close coordination with the RTA's commissioning agent (contracted with 3C Engineering).

#### D. RTA RIGHTS

The RTA reserves the right to cancel this RFP or postpone the date and time for submitting proposals at any time prior to the due date. The RTA specially reserves the right to reject any or all submittals including, without limitation, nonconforming, nonresponsive, or conditional submittals, to investigate the responsibility of any Vendor, to reject any provisions in any submittal, to waive any informalities or non-material deviations in any submittal, to request new submittals, or to proceed to obtain the services otherwise. No Vendor shall have the right to make a claim against the RTA in the event the RTA accepts a submittal or does not accept any or all submittals.

#### E. CONSTRAINTS

A Contractor awarded any RTA design contract cannot be awarded an Owner's Representative / Construction Management Task Order under the basic contract from this RFQ for the same construction project.

## **SECTION III – SCOPE OF SERVICES**

### **1.1 RTA's Responsibility**

The RTA has appointed the Executive Director as the responsible agent for moving the project from conception to completion. In this role, the Executive Director will:

- Serve as the single point of contact for critical interfaces and directions;
- Be empowered to make decisions and take action;
- Be responsive to emergency or rapidly changing conditions;
- Perform progress reviews, quality assurance, and related actions;
- Track and be responsible for deliverables;
- Interface with external agencies;
- Function as a single point-of-contact with FTA officials; and
- Be responsible for project accomplishment.

### **1.2 Construction Manager's Responsibility**

The CM is responsible for project construction and certain equipment and material procurement administration from the date of the CM contract to the final turnover to the RTA's Operations and Maintenance (O&M) personnel. Where responsibilities for related activities are under the control of other jurisdictions, the CM is responsible for integration and coordination of those activities.

Prior to construction contract award, the CM is responsible for verification that the contract milestones are compatible with the Integrated Master Project Schedule (IMPS), special construction requirements, and constructability reviews. The CM will also assist the RTA with finalization of front-end procurement documents and selection of the construction contractor. During construction, the CM is responsible for monitoring and documenting contract compliance with the drawings, specifications, and other requirements including construction warranties, contract documentation and as-built record, affirmative action and EEO, DBE participation, and contract close-out. Additionally, the CM is responsible for overseeing contract administration procedures and construction safety and security. The CM provides construction management personnel to supplement the grantee's CM organization.

### **1.3 CM's Resident Engineer**

A minimum of one qualified Resident Engineer (RE) will be assigned by the CM. The RE will assume responsibility for administration of the contract once award is made. The RE is the RTA's primary field representative, and is the construction contractor's single point of contact. The RE receives all submittals, requests for information (RFI), correspondence, and change order requests. The RE ensures that the work is constructed in accordance with the requirements of the drawings and specifications throughout the project up to and including final inspection, testing and close-out.

Work to be done under any construction contract will not be considered complete until it has passed a final inspection by the RE, the Commissioning Agent (3C Engineering, as appropriate), and the RTA. The construction contractor must carry out the instructions of the RE insofar as they concern the work to be done under the contract within the RE's limit of authorization. The RE has the authority to direct that unacceptable work be halted and removed and replaced at the contractor's expense.

Approval by the RE signifies favorable opinion and qualified consent. It does not carry with it certification, assurance of completeness or quality, or accuracy concerning details, dimensions, or quantities. The RE's approval will not relieve the construction contractor from responsibilities for error, improper fabrication, and non-compliance to a requirement, or for deficiencies within the contractor's control.

#### **1.4 CM Technical Requirements**

The proposer should have the organizational, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with the interests of the RTA. Subcontracting of specialty consultants may be permitted only with prior written authorization by the RTA for an individual Task Order. The RTA will reimburse the CM for the direct subcontractor costs as evidenced by original invoices plus the mutually agreed mark-up percentage.

By submitting its proposal, the proposer is certifying that neither the company nor any of its employees have a conflict of interest with any of the organizations or personnel of the Design Team led by Stantec Architecture and/or the RTA. Prior to the CM gaining access to proprietary information from other companies in performing the services for the RTA BMF project, the CM must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and, refrain from using the information for any purpose other than for which it was furnished to the RTA. Prior to beginning work on the BMF project, the CM and its personnel may be required to complete and abide by confidentiality and non-disclosure agreements.

#### **1.5 Mandatory Legal Requirements:**

The proposer shall be properly licensed and authorized to perform work in the State of California. The awarded CM at its own cost shall furnish and maintain in good conditions all necessary personal protective safety equipment as required for the type of work in accord with latest Occupational Safety and Health Administration (OSHA), the California Division of Occupational Safety and Health (Cal/OSHA) and Environmental Protection Agency (EPA) rules and regulations plus those in effect by the using agency governing the work to be done.

## **1.6 Quality Assurance / Quality Control**

Toward the end of the Final Design phase, the CM will develop a Quality Program plan, working closely with the RTA, the Commissioning Agent (3C Engineering) and the Designer (Stantec Architecture). In the Construction phase, the objective of the Quality Program will be to verify that equipment and materials installed, as well as work performed, comply in all respects with the contract specifications. As such, the Quality Program must provide an effective means to ensure that:

- Selected equipment is tested throughout development, manufacture, and installation to verify that it functions as specified. Test equipment will be properly calibrated.
- Work processes are controlled to ensure that work is done in the appropriate sequence, that the production and installation processes that directly affect quality are performed under controlled conditions, and that special processes that cannot be verified by subsequent inspection and testing of the product are appropriately monitored.
- Early detection of nonconforming conditions is accomplished, and positive corrective action is performed in a timely manner.
- Control over the configuration is maintained at all times to ensure the acceptability of equipment, as designed and contracted for, per approved drawings and accepted design verification testing.

The Quality Program will provide documentation so that the work can be accepted. It will also require the contractor to have an effective quality control (QC) program and provide for the oversight of that program through the RTA's QA activities.

## **1.7 Change Control and Management**

The CM will assist the RTA in developing a Change Control process and applicable form wherein the source of the change is identified. The contractor will be given official notice either through a change order or by direction of the RTA through the CM. The CM will provide documentation to back up to the directed change.

Changes during the Construction phase could result from, but not be limited to, the following causes:

- *Differing site conditions* – Including:
  - Subsurface conditions different from contract representations (Type I)
  - Unknown or unusual conditions not reasonably anticipated (Type II)
  - Conditions created by previous contractors

- *Errors or omissions in plans and specifications* – The RTA has an “errors and omissions (E&O) clause” in the designer’s contract, and this clause is strong enough to recoup losses resulting from faulty designs. The RTA may obtain compensation through the designer’s E&O insurance when a change required by an error or omission has a substantial monetary impact.
- *RTA action* – Including:
  - Changing portions of the plans and specifications
  - Altering the time allowed to perform the work
  - Changing the contractor’s method of work
  - Stop orders
  - Regulatory changes, such as environmental, security, and safety

No matter the size of the change, its impact will be assessed in terms of time and cost (estimated or actual). The construction contract will address the process of pricing changes consistent with FTA requirements regarding issues such as equipment rates, overhead, and profit. This matter is one that accentuates the need for the CM’s inspectors to maintain careful diaries which identify environmental, manpower, equipment, materials, activities and durations at the site every work day. These diaries will be indispensable during assessment and negotiation of change orders or Owner-directed changes. At the same time, diaries will provide assessments of the execution of work each day so as to forewarn of potential contractor claims that may arise.

## **1.8 Configuration Management**

In the Procurement/Construction Phase, the objective is to implement the project in accordance with the plans and specifications of the contract documents. Specific considerations during construction will include:

- Protection or relocation, as required, of existing utilities based on identification and design conducted earlier.
- Requirement that construction contractors will verify existing site conditions and dimensions.
- Sensitivity during construction to potential impacts from air, noise and water pollution, drainage issues (surface and sewers), archeological concerns and habitat destruction as identified in the CEQA IS-MND and/or NEPA CE.

In the Procurement/Construction phase, the project definition technical baseline established during Final Design will be used to monitor construction and fabrication processes. The baseline must be closely followed to ensure quality, safety, security, performance, and cost compliance. There may be occasions, however, when changes are required. All changes to the project definition baseline must be reviewed and assessed by the technical experts, inclusive of

schedule and estimating expertise, and then must be reviewed and approved by the responsible individuals as set forth in the Quality Plan for the Procurement/Construction Phase.

During the Procurement/Construction phase, special emphasis will be placed on recording and documenting any changes that are approved and completed. Changes become a matter of official record and must be requested in writing in accordance with the project Change Control procedures before being considered for approval. The Quality Plan will establish those individuals authorized to approve equipment procurement and/or construction changes and the dollar thresholds of their authority. At the completion of equipment procurement (and installation) and construction, detailed equipment drawings, operating manuals, warranties, etc., must be submitted, and "as-built" drawings for constructed facilities must be prepared.

Design service by Stantec during construction is the provision of designer reviews of contractor submissions, where submission requirements are detailed in the contract documents. These submissions include shop and working drawings, materials and equipment cut sheets, and testing for systems contracts. In every case, where designer review and approvals are required, it is vital to adhere to the Change Control procedures and keep detailed records and have established levels of authority (cost, functionality and schedule impact) delineated for approvals, especially for any changes to the baseline.

## **1.9 Scheduling and Delays**

The CM will develop a Project Master Schedule for the construction phase in close coordination with the Owner, the design team and the commissioning agent. The Project Master Schedule will be included in construction bidding documents. The construction contractor will be required to submit copies of the schedule in electronic format to ease the integration into the Project Master Schedule. All construction contractor updates should be integrated and checked for impacts to other project elements within the Project Master Schedule. When contractors submit monthly CPM updates, the CM will check all milestone dates to determine that they are within the contract parameters and whether the dates scheduled are attainable based on the contract status.

A delay is defined as a measure of the lack of progress against how the work was scheduled to progress to completion. Project delays can only occur if critical path activities are delayed. Delays on other paths consume float and do not result in a project delay until they consume all float, at which point they become critical. Delays to the critical path provide float to other, non-critical paths. Typical causes of delays include additional work, disrupted work, suspended work, or slow progress.

Delays are categorized as excusable or non-excusable. An excusable delay is unforeseeable and not within the contractor's control (e.g., a natural disaster). It can be either non-compensable (the contractor receives a time extension but no compensation for the delay) or compensable (the contractor receives both a time extension and compensation for the delay). A non-excusable delay is one that is considered to be either foreseeable by the contractor or within

the contractor's control. For a non-excusable delay, the contractor receives no time and no compensation, and could be liable for actual or liquidated damages.

The CM will help the RTA establish delays language for inclusion in the construction contract, which will define appropriate examples of all these terms. There could also be concurrent delays due to the actions of both the RTA and the contractor. A critical path method schedule for each construction and equipment/materials contract is essential and invaluable in evaluating the impact of an actual delay or a potential change.

#### **1.10 Documentation (Progress Reporting, Maintenance of Records)**

The CM will assist the RTA in establishing internal reporting mechanisms and develop any special management plans. One such plan is a Construction Management Plan, which will provide clear direction for the RE and Inspectors. The Plan will contain detailed information for communications and will include reporting procedures and requirements for the following:

- Daily work schedules and progress reports
- Construction and fabrication status
- Materials status reporting/materials shortages
- Accident reporting and emergencies
- Security breach policies and reporting mechanisms
- Delays
- Stoppages
- Daily costs and expenditures for changed work
- Grievance procedures
- Project manager, REs, inspector reporting procedures
- Quality assurance and quality control
- Equipment and resource status
- External factors affecting the project

The areas listed above, and others, reflect the daily and periodic communications responsibilities of the project team, who must, in turn, communicate information to the RTA via the CM. Progress reports will be submitted monthly by the CM and will include the following:

- Milestone summary schedule and cash flow payment curve
- Current approved submittal schedule
- Fiscal summary for contract and major subcontracts (award amount, executed change orders, current commitment, payment dates, % expended, actual expenditures versus baseline cash flow, potential claims, and value of executed change orders)
- Change orders – description, status, and outstanding issues
- Claims status – description, status, and outstanding issues
- A one-month look ahead narrative
- Systems design status by major milestone

- Facilities construction status by major milestone
- Procurement status
- Systems procurement/installation status by major milestone
- Integrated testing status by major milestone
- Submittals/deliverables status per the contract terms, and, at least, by major milestone
- Quality assurance/quality control status including test schedule/status, non-conformance status and actions taken, and audits scheduled/completed and significant findings
- Environmental mitigation status including compliance/non-compliance reports, completed mitigation efforts, public complaints, non-compliance issues raised by regulatory/oversight agencies, and hazardous material status
- Construction safety status, including reportable incidents, training, and other relevant safety information
- Construction security status—including any breaches, particularly those resulting in injury to employees, significant losses due to theft, or crimes against the site or surrounding area
- Photos showing recent progress
- DBE status by subcontractor including last payment time and amount, amount paid to date, original subcontract value, and change orders
- Permit application report including the status of those obtained by the RTA and those obtained by the contractor, and permit modifications
- Utility work status by major utility
- Extra work
- Status of other activities including significant events, public affairs and insurance

A number of the types of communications listed above are systems within themselves and are routinely used during all construction projects to report progress and status of various aspects of the project. The majority of these will have already been established by the contractor and are necessary for controlling construction. The RTA and the CM will first determine the reporting system(s) to be used by contractors, specify it (them) in the contract bid documents and awarded contract, and then determine what additional information is needed to keep all relevant internal and external groups fully informed.

External reporting requirements generated by outside agencies will be factored into the overall reporting system and used to develop a comprehensive list of information that is used by the RTA's organization, the contractor, and other organizations assisting the RTA.

### **1.11 Construction Contractor Payments**

The construction contractor will be required to maintain an approved job cost account system to adequately capture the costs necessary to demonstrate entitlement under various remedy-granting clauses of the contract, including costs for claims. The CM will assist the RTA in



developing a clearly established process for reviewing and approving contractor invoices to permit prompt contractor payment or the identification and resolution of any anomalies.

### **1.12 Project Closeout**

The CM will assist the RTA in establishing a process in the construction contract documents for project closeout. It will mandate that all construction contractor requirements are accomplished in compliance with contract specifications and include items such as, but not limited to:

- Operating and maintenance documentation (manuals) and training
- Completion of punch list items
- Final inspection by the RTA
- Warranties and guarantees
- Record plans or as-built drawings

An interim step could be “beneficial occupancy” wherein the RTA might accept only part of the total contracted facilities, systems, or equipment. This could occur prior to project completion to give the RTA the opportunity to do force account work and to initiate pre-revenue service. It is important to clearly define who has responsibility for O&M, safety, and security at this stage. “Substantial completion” refers to the entire contracted work product being accepted for use. This term is also used when the grantee accepts a portion of the work where only minor punch list work remains.

### **1.13 Permits**

The RTA is in the process of obtaining all master and detailed agreements with all relevant governmental jurisdictions, agencies, and utilities. The CM will help the RTA verify that the construction contractor obtains all permits related to the actual construction for which it is responsible. The cost and schedule impacts of this contract requirement will be the full responsibility of the construction contractor.

### **1.14 Safety Plan**

The CM will review and assist the RTA in approving the construction contractor’s safety plan in accordance with the specification requirements. This may include appropriate revisions of the draft version, if required, to meet the RTA’s requirements. An important aspect of the contractor’s safety organization is its independence from the contractor’s organization responsible for accomplishing the actual work.

### **1.15 Security Plan**

Just as with safety, the CM will assist the RTA in reviewing and accepting the construction contractor’s project security plan that complies with the specifications set by the RTA. The BMF

is located close to US-101, as well as adjacent to the CAPSLO Homeless Services Center. The construction contractor and the RTA may consider specifying a higher level of security, including, possibly, surveillance cameras, additional lighting, or constant or roving patrols by contract guards.

#### **1.16 Quality Plan**

The RTA will require the contractor to develop a quality plan for the construction contractor's project responsibilities in accordance with the specification requirements for the CM's review and recommended approval. Appropriate revisions of the draft version will be made, if required, to meet the RTA's requirements. An important aspect of the contractor's quality organization is its independence from the organization responsible for accomplishing the actual work.

#### **1.17 Submittals of Shop Drawings or Contract Data Requirements**

The contractor will submit shop drawings, manufacturers' standard schematic drawings, manufacturers' calculations and standard data, product literature and installation instructions, and any other documents or samples as required by the contract specifications to the CM for review. Final shop drawings and all manufacturers' product information will become permanent project records, and final payment will not be made until all such material has been submitted and approved by the grantee.

#### **1.18 Submission of Requests for Information (RFIs)**

An RFI is a formal means for a contractor to obtain an interpretation of the RTA's design documentation or other contractual requirement that is not apparent to the construction contractor. Omissions, conflicts, or other inconsistencies in the drawings or specifications will be rectified by issuing a change notice to the contractor. Clarifications that do not require a change in the contract specifications will be made by a written response to the RFI.

#### **1.19 Progress Reporting and Invoices**

The construction contractor will submit periodic progress reports and invoices to the CM in accordance with the specification requirements. To encourage early compliance with each and every specification dealing with technical or administrative submittals, the CM will recommend promptly rejecting all contractor submittals until and unless they adhere to the contract requirements. However, preparation of the invoice may be and usually is a joint effort involving both the contractor and the CM, and this process eliminates most last minute rejections.

Progress Reports will be submitted monthly by the contractor and will generally include the following:

- Milestone summary schedule and cash flow payment curve

- Current contractor's schedule for submittals
- Affirmation of latest RTA approved construction (or other contract) schedule, or notice of change(s) contractor intends to propose for RTA approval
- Fiscal summary for contract and major subcontracts (award amount, executed change orders, current commitment, payment dates, % expended, actual expenditures versus baseline cash flow, potential claims, and value of executed change orders)
- Change orders – description, status, and outstanding issues
- Claims status – description, status, and outstanding issues
- A one-month look ahead narrative
- Systems design status by major milestone
- Facilities construction status by major milestone
- Procurement status
- Systems procurement/installation status by major milestone
- Integrated testing status by major milestone
- Submittals/deliverables status per the contract terms, and, at least, by major milestone
- Quality assurance/quality control status including test schedule/status, non-conformance status and actions taken, and audits scheduled/completed and significant findings
- Environmental mitigation status including compliance/non-compliance reports, completed mitigation efforts, public complaints, non-compliance issues raised by regulatory/oversight agencies, and hazardous material status
- Construction safety status—including reportable accidents, training, and other relevant safety information
- Construction security status—including any breaches, particularly those resulting in injury to employees, significant losses due to theft, or crimes against the site or surrounding area
- Photos showing recent progress
- Disadvantaged business enterprise status by subcontractor including last payment time and amount, amount paid to date, original subcontract value, and change orders
- Permit application report including the status of those obtained by the grantee and those obtained by the contractor, and permit modifications
- Coordination with other contracts, including meetings and written communications
- Utility work status by major utility
- Extra work
- Status of other activities including significant events, public affairs and Insurance

## **1.20 Record Drawings and Documentation**

The construction contractor will submit all record drawings and documentation to the CM for review. Once finalized, the drawings and documents will be furnished to the RTA.

### **1.21 O&M Manuals and Training**

In coordination with the design team and the Commissioning Agent, the CM will prepare and submit all O&M manuals and training program documentation, and will conduct the actual training programs for the RTA's staff in accordance with the contract requirements. The specifications will address the systems and subsystems for which manuals and training are required, the media for these materials, quantity and schedule, formatting standards, and other detailed requirements.

## **SECTION IV – GENERAL INFORMATION**

### **A. GENERAL INSTRUCTIONS**

1. In submitting a proposal, vendors must comply with the performance criteria as set forth in the following instructions. All submittals will be reviewed thoroughly prior to any selection to determine if vendors have met all criteria in these submittal conditions. It is essential that vendors read each of the sections carefully and take action where necessary.
2. Where the word “RTA” or “Owner” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “submittal”, “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A CM Selection Committee will review and screen proposals. Vendors submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.
4. The RTA may consider submittals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

### **B. LIMITATIONS**

This RFP does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interests of the RTA. The contents of the proposal submitted by a vendor may become a contractual obligation if a contract ensues.

### C. PROTESTS

The RTA's policy and procedure for the administrative resolution of protests is set forth in Chapter VII Bid Protest Procedures of the RTA Purchasing Policy amended on January 6, 2016. The Purchasing Policy contains rules for the filing and administration of protests, and is available on RTA's website at <http://www.slorta.org/wordpress/wp-content/uploads/RTAPurchasingPolicy01-06-2016.pdf>. The RTA shall furnish a paper copy of the Purchasing Policy upon a request for this solicitation.

### D. DEVIATIONS

Vendors will provide the RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

### E. VENDOR STATUS

1. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements included in Attached One – Insurance Requirements.
2. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.

### F. DISADVANTAGED BUSINESS ENTERPRISES

The RTA's FY17-18 through FY19-20 Disadvantaged Business Enterprise (DBE) Plan can be downloaded at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf>. The proposer should consider the following when developing its submittal documents:

1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. The RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, all recipients or Contractors shall take all necessary and

reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at [tarnold@slorta.org](mailto:tarnold@slorta.org). Ms. Arnold also serves as the RTA Civil Rights Officer. The RTA recommends vendors address DBE participation or its good faith effort at least two weeks prior to RFP closing.

#### G. FEDERAL REGULATIONS CONFORMANCE

The successful proposer is bound by the same terms and conditions of applicable federal regulations that are imposed on the RTA for proper administration of this project.

#### H. VENDOR RESPONSIBILITY

1. Should Vendor find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Vendors of such discrepancy, if any, and of any changes.
2. The Vendor is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Vendor's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Vendor will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

#### I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Contractors and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful vendor will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

#### J. DEBARMENT CERTIFICATION

By submitting its proposal, the Vendor certifies that it is not included in the U.S. General Service Administration's list of ineligible Contractors.



## SECTION V – FORMAT OF SUBMITTALS

Envelope 1: The respondent must submit three (3) bound paper copies of the technical proposal, each signed by an authorized representative of the lead firm. The technical proposal shall also be provided in electronic format (PDF preferred) on a CD-ROM or thumb drive.

Envelope 2: Respondent shall submit three (3) bound copies of the cost proposal in a separate envelope, marked with the proposer's name and "Rates Proposal, RFP No. 19-03".

Neither facsimiles nor email proposals will be accepted. Proposals must be submitted to arrive no later than **4:00 PM** on October 18, 2019 to:

Geoff Straw, RTA Executive Director  
San Luis Obispo RTA  
179 Cross Street  
San Luis Obispo, CA 93401

Postmarks will not be considered in judging timeliness of submissions. Proposals must reach the RTA Executive Director at the prescribed time on the prescribed date.

### A. INTRODUCTION

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the vendor for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

### B. PROFILE OF THE FIRM

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the vendor's financial capacity the vendor must submit a copy of the company's year-end audited financial statements for 2016, 2017 and 2018. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately, submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the vendor's financial capacity.

To the extent allowed by law, any and all financial information submitted in response to this procurement will remain confidential. All financial information will be submitted in a separate envelope clearly marked with the vendor's name and the words "Confidential Financial Information."

3. Provide a list of at least three current customers that have acquired similar services as those being proposed for the RTA.
4. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the RTA for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

#### C. PROJECT APPROACH

The RTA expects each proposer to be succinct and economical in developing its proposal package. As such, the technical proposal package is **limited to no more than fifteen (15) pages**. Each letter-sized page should be doubled-side, and font size shall be no smaller than Calibri 12-point and margins no smaller than 0.75". Each 11" by 17" double-side page counts as four letter-sized pages. A letter of introduction, section dividers and detailed resumes of key individuals are not included in this limit.

The proposer shall:

1. Have the proposal signed by an officer of the proposing firm with the authority to commit the firm.
2. Fill out the attached Disadvantaged Business Enterprise participation form in Attachment Two. Include a short narrative of the efforts the lead firm took to include DBE subconsultant participation.
3. Provide an organization chart for managing and executing this contract.
4. List the individual(s), as well as their respective roles, who will serve as the key staff for the final design phase and for the construction phase of the contract (they may be different people).
5. Provide resumes for key staff and subconsultants. The resumes shall include specific information about expertise in CM tasks, (e.g., scheduling, quality plan development, design reviews, etc.).

6. Briefly describe “relevant” experience of the proposer’s team in the following areas. List involvement of key team members in relation to:
  - a) projects similar to this one;
  - b) project and construction management;
  - c) system design (specify); and
  - d) troubleshooting.
7. Describe your proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, duration of which staff will be on site during what periods of time, etc. Describe what approach you will take to integrate the CM process into the normal final design and construction process in order to minimize potential time delays. Describe what you will do to foster teamwork and cooperation from contractors and the design team, and what you will do to minimize adversarial relationships.
8. This project will be set up on a capped (i.e., not-to-exceed) time-and-materials basis. Provide in a separate and sealed envelope (envelope no. 2) both an hourly rate for each team member, along with rates and fees for all other costs the Owner could incur from the proposer in this contract (travel, mileage, per diem, communications, etc.). For each phase, provide the percentage level of effort for each of the primary team members.

The separate/sealed envelope should be clearly marked with the proposer firm’s name, RFP No. 19-03, and the phrase “Rates Proposal.”

#### E. ADDITIONAL DATA

Vendor shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The vendor shall also affirm that they have read and agree to indemnity language in the Agreement. Vendor agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

#### F. CHANGE IN PERSONNEL

If the CM firm’s personnel or subconsultants change for this project, the Owner must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

## **SECTION VI – CONTRACTOR SELECTION PROCESS**

### **A. SUBMITTAL DEADLINE**

Only those submittals received by the submittal deadline on or before October 18, 2019 at 4:00 PM (PST) will be evaluated by the Selection Committee.

### **B. RESPONSIVENESS CRITERIA**

1. Submittal meets the RTA deadline.
2. Organization of submittal. Submittals submitted as required in the “Format of Submittals”, Section V.
3. Completeness of submittal. All required forms, questionnaires and information are complete, signed and dated.

### **C. EVALUATION CRITERIA**

The RTA intends to use a Best Value method to determine which firm’s abilities is most advantageous to meeting the agency’s goals for this project as determined by a CM Selection Committee. Selection of the successful proposer shall be generally based on the information provided by the vendor in response to the RFP and any subsequent interviews that may be conducted. Interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

1. Review Submittals
2. Establish a “short list” of two or more firms
3. Interview “short-listed” firms (at the option and discretion of the RTA)
4. Identify best qualified firm
5. Negotiate a fee with the highest-ranked firm
6. Award contract

A project Selection Committee has been formed to evaluate the submittals and to make recommendation to the RTA Board. This committee consists of representatives from the RTA and stakeholders. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the submittals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a Contractor based solely on the information provided in the submittals received in response to the RFP. Should an interview take place, the key

personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of submittals in order to gauge the ability of a Contractor to perform the contract as specified. The same general criteria will be used to judge both the submittal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

<b>Criteria</b>	<b>As Demonstrated By:</b>	<b>Weight of Criteria</b>
Merit of Submittal/Presentation	<ul style="list-style-type: none"> <li>• Submittal, thoroughness and approach</li> <li>• Demonstrated understanding of project and requirements</li> <li>• Proposed approach to the project</li> </ul>	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> <li>• Staff qualifications</li> <li>• Adequacy of staff to perform the work</li> </ul>	30
Record of Past Performance	<ul style="list-style-type: none"> <li>• References</li> <li>• Ability to work effectively with the RTA, other public agencies and the public</li> <li>• Demonstrated ability to complete work tasks within project timelines and overall project budgets</li> </ul>	35

Prior to the award of contract, the RTA must be assured that the vendor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services call for under this contract. If, during the evaluation process, the RTA is unable to assure itself of the vendor's ability to perform under the contract, if awarded, the RTA has the option of requesting from the vendor, any information that the RTA deems necessary to determine the vendor's capabilities. If such information is required, the vendor will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFP to alert vendors to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to Contractor prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

***This Page Left Intentionally Blank***



Addendum #1: Questions and Clarifications on IFB  
**Construction Management Services for Bus Maintenance Facility**

October 11, 2019

- Q1: Special Inspection & Testing: Do you envision the role of Special Inspection & Testing (for materials testing and off-site fabrication) to be a subcontract under the CM? Will the current Geotechnical Engineer (under the Design Architect) continue as the geotechnical special inspector?
- A1: *The CM shall be responsible for coordinating, scheduling, and procuring special inspections and testing as required to be reimbursed by the RTA.*
- Q2: Project Estimate: Can you please share a current, detailed estimate for the project?
- A2: *Attached is the administrative draft of the 90% engineer's cost estimate. Note that it only addresses on-site work; the realigned Elks Lane and accompanying improvements will likely<sup>1</sup> be added to the successful CM bidder's contract as a future change order once the design and cost estimation is completed. It should also be noted that the canopy over the bus parking area along the center of the site is included in the base 90% bid, although it will likely be included in the construction bidding documents as an alternate; I asked Stantec/Jacobus & Yuang (cost estimator) to include the canopy in the 90% cost estimate so that I can use it as supporting information for an Air Pollution Control District grant proposal that I intend to submit next week.*
- Q3: Project Funding: Can you please provide the most probable funding vehicle and the percentage of each for the project? Self-Funding, Grants, Bonds, Federal Loan Program(s).
- A3: *The RTA has secured roughly \$12M using a combination of FTA Section 5339(b), FTA Section 5339 and FTA Section 5307 funds, which includes approximately \$8M for construction. We are also awaiting announcement of FTA Section 5339(b) awards in the coming weeks. The FTA funds will use a combination of CA TDA and Proposition 1B as local match. In any case, the construction funding gap will be handled using TIFIA, certificates of participation and/or commercial loans. Attached is a financing schedule that we have developed jointly with our financial adviser (KNN Financial) and our bond counsel (Nossaman LLP), as well as a "Sources and Uses of Funds" worksheet developed from the 60% Engineer's Cost Estimate.*

<sup>1</sup> By "likely," we mean that any change order request with the incumbent CM provider will be subject to normal cost/price analysis. If we are unable to agree with the incumbent, the RTA may choose to contact the Elks Lane CM work with another contractor.

- Q4: On-Site Facilities: Can we assume that functional, on-site office space will be provided by the General Contractor during the construction period?
- A4: *While it would be preferable for the General Contractor to provide a secure and functional on-site office for the CM, you should not presume it will be provided. The RTA can provide office space to the CM at its operating facility at 179 Cross Street.*
- Q5: In section V.C.6. on page 23 for relevant experience of the proposer's team, could you please clarify the type of experience needed for "system design" and "troubleshooting"?
- A5: *I'll admit that I used the Project Approach section from our commissioning procurement as a template... and neglected to remove these two. Please disregard this "system design (specify)" and "troubleshooting" criteria.*
- Q6: Insurance requirements, Attachment One, Section B. 2. a.: We request that the word "project" be deleted and replace with the word "Agreement". This section currently reads that our liability policies shall be primary for any claim related to this project. We don't believe that is the intent, but would like to clarify by modifying as noted above.
- A6: *The RTA is agreeable to modifying this language as requested. Section B.2.a of Attachment One is amended to read:*
- For any claims related to this Agreement, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Contractor's insurance and shall not contribute with it; and*
- Q7: Attachment C, Section 4 (Indemnity): We request that the words "that arise out of, pertain to, or relate to" on the sixth line of the paragraph be deleted and substitute the words "to the extent caused by".
- A7: *The proposed modification is not acceptable.*
- Q8: Attachment C, Section 13.i (Dispute Resolution): We request the word "substantial" be changed to "the" where it appears before the word "evidence" on the tenth line of the paragraph.
- A8: *The proposed modification is not acceptable.*
- Q9: The Programming and Master Plan Report dated April 16, 2019 and prepared by Stantec notes an Appendix K "Battery Electric Bus Readiness Plan". Is RTA planning on future fleet electrification to meet the requirements of CARB's Innovative Clean Transit Rule? Will the selected CM be required to oversee the deployment of any Battery Electric Bus (BEB) electrical infrastructure as part of the scope of services?
- A9: *Yes, the RTA is constructing this facility to BEB-ready in light of the ICT, and the CM will be expected to oversee deployment of this charging technology. Note that we do not currently use BEBs in our current fleet, nor do we have any BEBs currently on order. Phase I of the BMF's BEB project will be completed as part of the current project, and will*



*include recharging infrastructure in the bus parking area for up to four BEB buses. Underground conduit will also be placed for ease of installing recharging infrastructure at each bus parking bay as our BEB fleet expands in the future.*

Q10: If future BEBs are considered, does RTA have any consideration for on-site renewable generation (solar) + storage infrastructure to support charging?

A10: *The rule of thumb is that each full-day BEB requires the equivalent of one acre of solar panels, so we are planning future on-site solar and possible on-site storage to merely power the campus and to reduce peak demand charges. As mentioned above, the 90% engineer's cost estimate includes a canopy over the bus parking along the center of the site. However, due to funding constraints, this canopy may be pulled out at construction bidding and included as an alternate. That canopy and the future one along the west edge of bus parking would serve two purposes: a place to mount future solar panels funded through a Power Purchasing Agreement (PPA), and a place to mount pull-down battery recharging cables/plugs. The building is also designed to accept future mounting of solar panels (also through a PPA).*

Q11: The Mitigated Negative Declaration Study from 2017 notes electric vehicle charging stations and solar panels would also be included on the project site." Will the selected CM be required to oversee the deployment of light-duty vehicle EV infrastructure as part of the scope of services?

A11: *See answer to question #10 above.*

Q12: Section 2.B: "Does the noted \$25M Project Budget include the construction of the RTA's portion of a realigned Elks Lane roadway, and accompanying stormwater and other improvements?"

A12: *As discussed in the answer to question #2 above, the referenced budget does not include realignment of Elks Lane and accompanying off-site improvements.*

Q13: Section 2.C: What is the target date to complete the final design?

A13: *RTA staff is currently reviewing 90% design documents for the on-site/base project. We expect to submit final plans to the City of San Luis Obispo this week – as soon as the printed plansets are delivered and we can write a check for expedited review. On a related note, we also expect to obtain 30% design documents for the Elks Lane realignment project by the end of October 2019, with final design completed by the end of November 2019.*

Q14: Section 3.1.4: We are looking at partnering with subconsultants to support specific scopes. Should the proposal include the qualifications of proposed sub consultants? RFP notes that "Subcontracting of specialty consultants may be permitted only with the prior written authorization by the RTA for an individual Task Order."

A14: *As long as the subconsultants are included in your proposal and the ensuing agreement, the RTA considers that authorization. In that case, you should include qualifications/resumes of the proposed subconsultants. However, if the incumbent*

*decides to pursue subconsultants after the agreement is exercised, the RTA expects the incumbent to first obtain written permission.*

Q15: It is assumed that all Testing & Inspection work (geotech, materials testing, etc.) will be contracted directly under RTA.

A15: *See answer to #1 above.*

Q16: Section 1: Will RTA post the sign in sheet for the October 8, 2019 pre-submittal meeting?

A16: *I spilled my lunch on the sign-in sheet (!), so I'm providing the contact info below:*

*Matt Grabowski, Ardent General, [matt@ardentgeneral.com](mailto:matt@ardentgeneral.com)*

*Randy Reminger, Kitchell, [rrominger@kitchell.com](mailto:rrominger@kitchell.com)*

*Rick White, Arcadis, [richard.white@arcadis.com](mailto:richard.white@arcadis.com)*

*None of these firms indicated that they are a qualified DBE.*

Q17: Section 2.B: What are the sources of funding for the proposed project? Section 2.A notes that "This project is partially funded with Federal Transit Administration funds, so any agreement resulting from this CM procurement must meet all Federal requirements."

A17: *See answer to question #3 above.*

Q18: What sort of outreach has the RTA conducted to solicit DBE participation?

A18: *As noted in the RFP, the RTA has established a 5.1% DBE participation goal. Note that the 5.1% goal is not a set aside; rather, we expect each bidder to explain their efforts to meet this goal – including what sort of outreach each bidder undertook to include DBE participation in their proposal. The RTA emailed notice of our CM procurement to each California certified DBE firm that lists Construction Management as a work code and lists San Luis Obispo County as a work area. Potential bidders can access this query database at <https://ucp.dot.ca.gov/licenseForm.htm>.*

Q19: Page 4, section B Background indicates a wash building. Is that still the case?

A19: *Thanks for catching that mistake – the project does not include a separate wash building.*

Q20: Can the RTA provide draft/template front end procurement / contract documents for review?

A20: *Yes, please see the attached document. Note that "Section 10 Construction Details" and "Section 16 Project Plans" will be provided by Stantec Architecture once City permitting is obtained.*





REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT SERVICES FOR THE

# RTA BUS MAINTENANCE FACILITY

RFP NO. 19-03



OCTOBER 18, 2019





October 18, 2019

Mr. Geoff Straw, Project Manager/RTA Executive Director

San Luis Obispo Regional Transit Authority  
179 Cross Street, San Luis Obispo, CA 93401

**RE: CONSTRUCTION MANAGEMENT SERVICES  
FOR THE RTA BUS MAINTENANCE FACILITY |  
RFP NO. 19-03**

Dear Mr. Straw and Members of the Selection Committee:

Our relational project management approach coupled with an extensive record of successful project delivery will fulfill your expectations for the new RTA Bus Maintenance Facility and provide you satisfaction in the result. **Our commitment to these goals has resulted in more than 85% of our work derived from repeat business.**

**Regional Executive Randy Rominger LEED AP, Associate DBIA is authorized to represent Kitchell in any contract matters.** His contact information is as follows: 805-706-0276, rrominger@kitchell.com.

With over 315 project and construction management professionals, we have the capacity, skill and drive to expedite the preconstruction deliverables then progress to construction quickly in order to achieve project completion by January 2022. **Project Director/Preconstruction Manager Tully Wyatt** will manage Kitchell's preconstruction phase services and work with you to ensure your complete satisfaction with our services and deliverables. **Resident Engineer Troy Hart** will serve as our on-site representative to SLO RTA and will function as an extension of your staff, working integrally with SLO RTA personnel, Stantec, the Contractor, Special Consultants and Stakeholders to deliver the project on time, under budget, and with high quality.

Our proposed project team members have demonstrated a long-term commitment to the pursuit of project excellence, are at the top of

**KEY PERSONNEL CONTACTS**

Randy Rominger: 805.706.0276

Tully Wyatt: 805.440.2278

Troy Hart: 805.448.8653

their respective professions, and will be dedicated to the task of serving SLO RTA through interactive collaboration, effective oversight of design professionals, contractors, materials testing & inspection laboratories, and outside agencies, and effective management of the project as a whole.

**As a firm invested in the Central Coast for the long term through our established local San Luis Obispo office and widening project base, we understand the local construction market and will serve as a local resource in receiving responsive bids from qualified contractors.**

**Unique to Kitchell is our full complement of in-house engineering and architectural service professionals consisting of registered architects and licensed engineers in every discipline.**

In addition, Kitchell has in-house facilities management, commissioning, estimating and scheduling personnel each skilled and qualified in their respective disciplines. This team of dedicated professionals is equipped to resolve highly complex technical challenges on a moment's notice.

Kitchell would consider it an honor to serve the San Luis Obispo Regional Transit Authority in carrying out preconstruction and construction management services on the new RTA Bus Maintenance Facility as a collaborative member of SLO RTA's team. We appreciate your consideration and look forward to the opportunity to personally demonstrate our qualifications as we progress in the selection process.

Russell A. Fox  
President  
*Authorized to  
commit the firm*

**Table of Contents**

A. Introduction	i
B. Profile of Firm	1
C. Project Approach	3
E. Additional Data	14
Required Forms	F-1

*This page has been intentionally left blank.*



# B. PROFILE OF FIRM

## 1. KITCHELL HISTORY

### LOCAL, REGIONAL OR NATIONAL

Kitchell is a national firm with 10 offices located throughout California as well as offices in Arizona, Texas and Iowa.

### YEARS IN BUSINESS

69 years

### YEARS PROVIDING RFP SERVICES

40 years

### LOCATION OF OFFICE SERVING THE PROJECT

1540 Marsh Street, Suite 150  
San Luis Obispo, CA 93401

### YEARS IN EXISTENCE & NUMBER OF EMPLOYEES IN PROJECT OFFICE

Office 11 years in San Luis Obispo  
31 employees

Kitchell, a **100% employee-owned company**, was **established in 1950** with the purpose of providing construction management and general contracting services in the Western United States. As the construction industry grew, Kitchell recognized the need for improved, flexible methods for meeting construction challenges. The firm's innovations in management and its reliability in delivering projects on time and within—or under—budget soon earned us a reputation for superior performance.

Kitchell CEM provides project and construction management services primarily to the public sector. **Since Kitchell CEM's inception, we have completed over \$43 billion in public works construction representing more than 2,600 public sector projects.** These projects include courts, municipal office facilities, automotive maintenance facilities, parking structures, K–12 schools and higher education facilities, civic centers, detention and criminal justice, healthcare, sports, police and fire stations, and performing and multicultural arts centers.

## 2. FINANCIAL CAPACITY

Per instructions in the RFP, Kitchell's financial capacity documents are included in a separate, sealed envelope marked "Confidential Financial Information."

KITCHELL ORGANIZATIONAL CHART

**Russell A. Fox**  
President

**Dave Giannelli**  
Operations  
Senior Vice President

**Wendy Cohen**  
Northern California  
Vice President

**Mansour Aliabadi**  
Special Projects  
Executive Vice President

**Ken Harms**  
Business Development  
Vice President

### REGIONAL EXECUTIVES

**Dan Mills**  
Arizona/National  
Vice President

**Kevin Pokrywa**  
Southern California  
Regional Executive

**Randy Rominger**  
Central California  
Regional Executive

### MARKET SECTOR SPECIALISTS

**HEATHER BROWN**  
EAS

**CAROL LANHAM**  
Criminal Justice

**MATT WADE**  
CMAR

**JOHN VOLCHECK**  
Facility Management

**MICHAEL BRUGGEMAN**  
Financial/Accounting

**SHERRY MENELEY**  
Human Resources

### RESOURCES

**VERONICA DELGADO**  
Marketing/PR & Community

**TIM PRECHEL**  
Estimating

**NAVEED SABOONCHI**  
Information Systems

**LORI WINSOR**  
Client Services

**JASON VILLANEUVA**  
Project Controls

**RICK STASSI**  
Scheduling



## 3. SIMILAR SERVICES FOR CURRENT CUSTOMERS



### BUTTE COUNTY ASSOCIATION OF GOVERNMENTS, BUTTE REGIONAL TRANSIT OPERATIONS CENTER, CHICO, CA



A new \$38 million, 41,000 SF transit facility that replaces the currently outdated maintenance and operations facilities with a **new bus maintenance building**, operations building and an administrative office facility, along with associated on-site and off-site improvements, including an 8,000 SF tenant improvement. **Project is anticipated to achieve LEED Silver certification.**

#### REFERENCE CONTACT

Andy Newsum  
Deputy Director  
tel. 530.895.6522  
anewsum@bcag.org



### SAN BERNARDINO COUNTY, HIGH DESERT FLEET SERVICE CENTER, VICTORVILLE, CA



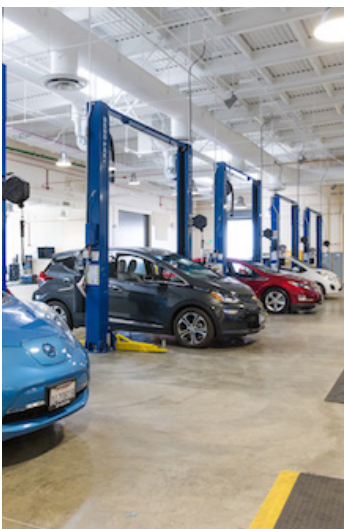
A new \$5.1 million, 24,389 SF masonry vehicle **service facility**, with associated new utility services, including office space, restrooms, storage and locker rooms in the center third of the building, **three large service bays for larger vehicles** on one side, and eight service bays for passenger-sized vehicles on the other. Site improvements include a 33-space parking lot, waste clarifier, septic tank, storm water retention basins and limited landscaping.

#### REFERENCE CONTACT

Scott Hughes  
Project Manager  
tel. 909.387.2020  
scott.hughes@pmd.  
sbcounty.gov



### SOLANO COMMUNITY COLLEGE DISTRICT, AUTOTECHNOLOGY BUILDING, VALLEJO, CA



A new \$26.3 million design-build facility which provides state-of-the-art automotive technology instructional and student support spaces, including **automotive repair and alignment instructional bays, automotive testing areas**, automotive parts storage, offices, classrooms, a tutoring/conference center, student lounge and general support spaces designed to teach the necessary skills to work with the highly electronic and computer-centric automobiles of today. **The project also included a \$1.2 million swing space sub-project to provide interim housing for the autotech program** until the new building completed. **The facility is anticipating LEED Gold certification.**

#### REFERENCE CONTACT

Lucky Lofton  
Executive Bonds  
Manager  
tel. 707.863.7855  
lucky.lofton@solano.  
edu

## 4. CSLB LICENSE

License #950139 | Classification: B | Expiration: 07/31/2020



## C. PROJECT APPROACH

### EFFORTS TO INCLUDE DBE PARTICIPATION

A majority of Kitchell's contracts with Public Clients have Disadvantaged Business Enterprise (DBE) participation goals. We routinely ensure the project participants collectively meet or exceed the required participation goal and/or good faith efforts through conducting extensive DBE solicitation and outreach efforts.

With regards to the described construction management scope of services, we provide full service construction management services and perform all of the envisioned services in-house. Since we are not a certified DBE firm, our services will not be able to contribute towards the DBE participation goal. **If the SLO RTA elects to have us supply an onsite office trailer, we may be able to garner a small percentage of DBE participation through janitorial services.** We have searched the State DBE registry and identified one potential local DBE janitorial firm who we have reached out to for a janitorial services quotation. **Since provision of an office trailer is yet to be determined in accordance with Addendum 1, we will not be able to identify a participation goal until this is determined.**

### 1. OFFICER'S SIGNATURE

Russell A. Fox, President  
*Authorized to commit the firm*

### 2. DBE FORM

#### DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

☒ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of 0 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

*Since provision of an office trailer is yet to be determined in accordance with Addendum 1, we will not be able to identify a participation goal until this is determined.*

#### DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm
N/A	N/A	N/A	N/A	N/A



### 3. ORGANIZATION CHART



### 4. INDIVIDUALS' ROLES & RESPONSIBILITIES

Our project team has been assembled based on their ability to deliver the most efficient, cost effective, and best-suited skills of our professional and support personnel. The ultimate success of the Bus Maintenance Facility project is heavily dependent upon the experiences of the team. In developing our project team, staffing continuity is a key element in our approach to managing the project. The proposed team is proven in its capabilities and understands the complexities of bus maintenance facility construction.

Kitchell's project team is familiar with the local contracting community and has developed strong local contractor and subcontractor relationships. This maximizes the competitiveness translating to lower bid prices from the other important team members – the contractor and its subcontractors.

## KEY STAFF

### **Preconstruction Manager/Project Director**

**Tully Wyatt** will facilitate communication and decision making at all levels, is skilled in issues resolution, and will coordinate the performance and delivery of our **preconstruction phase services and deliverables**. He will immediately begin working on the project to coordinate the design and constructability review, processes & procedures, construction management plan, front-end procurement documents, and bid outreach & administration. He will manage cost and time in accordance with the budget and master project schedule and drive the advancement of project efforts through completion of preconstruction. **As the project moves into construction, he will perform periodic site reviews to ensure SLO RTA's objectives for schedule, budget and quality are being achieved.**

**Resident Engineer Troy Hart** will serve as Kitchell's on-site representative to SLO RTA and will function as an extension of your staff, working integrally with the project team. **He will manage cost and time in accordance with the master project budget and schedule, and drive the advancement of project efforts full time from construction through completion.** Troy will assist with preconstruction deliverables, and he will be responsible for the timely completion of all construction phase deliverables. He will manage and administer contracts, report progress, interpret documents, conduct progress meetings, manage the progress payment process, facilitate resolution of field issues, and coordinate project punchlist, completion and turn over. Troy's local experience in industrial and public works project management, and his understanding of the local construction market, will prove to be valuable assets to the SLO RTA and the project team.

**Project Engineer Maritza Rodriguez** will serve **on-site full time during the construction phase.** She will be responsible for the preparation and processing of project-related documentation including requests for information, submittals, design supplements and project closeout documentation. She will maintain project files in electronic/printed formats.



## AS-NEEDED SUPPORT STAFF

**Quality Assurance Manager Rob Thacker** will work with the project team to develop and implement a project-specific quality assurance program. He will use lessons learned from his experience on the Butte Regional Transit Operations Center and his role as Kitchell's in-house quality assurance resource to respond to the specific needs of the SLO RTA Bus Maintenance Facility.

**Project Scheduler Kirk Sheeley** will provide scheduling support to the project team assisting in the development of phasing and milestone plans. In addition to master schedule development, he will assist the project team with an in-depth review and analysis of contractor submitted schedules, monthly updates and fragnets.

**Estimating Manager Tim Prechel**, in conjunction with Kitchell's project team, if requested, will validate project cost in accordance with the established project budget, lead estimating efforts that may be requested of Kitchell, participate in bid analysis, and review proposed changes to validate cost increases requested by the contractor.

**Engineering and Architectural Services Director Heather Brown** will lead our team's registered architects, licensed engineers and other construction professionals during constructability reviews, and provide other support services as needed throughout the course of the project.

**Regional Executive Randy Rominger** will ensure total team commitment of all resources to achieve your objectives for the project, be present at key meetings, and will be available continuously to the project team and SLO RTA management staff.

**Principal-in-Charge Russell Fox** will be responsible for ensuring client satisfaction with our team's services, personnel, quality and contractual obligations.

*Resumes of key individuals are included on the following pages.*



## RANDY ROMINGER, LEED AP, ASSOC. DBIA

### Regional Executive

Randy has over 35 years of experience in the construction industry involving the management of multi-million dollar projects for public and private sector clients. His responsibilities have included directing capital improvement programs; establishing master budgets, schedules and program procedures; controlling and monitoring the project budget and schedule; managing the design review process, front-end specification development; contract administration; contract document interpretation; acting as client liaison; change order negotiation, scheduling and estimating.

#### EDUCATION

MBA, Florida Institute of Technology

BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo

#### LICENSES/ CERTIFICATIONS

Associate Design-Build Professional

LEED Accredited Professional

OSHA 30-Hour

#### PROJECT EXPERIENCE

##### **Selma Unified School District, Maintenance, Operations and Transportation Warehouse, Selma, CA:**

A new \$6.9 million maintenance, operations and transportation warehouse for District use. The 18,286 SF metal warehouse facility features a 6,225 SF storage area and loading dock, a walk-in modular freezer, 3,358 SF office space and a 8,289 SF transportation maintenance area that includes two vehicle lifts and two service pits and 3,358 SF of office space.

##### **Allan Hancock Joint Community College District, Industrial Technology and Education/Athletic Fields, Santa Maria, CA:**

A new \$17.6 million, 35,000 SF industrial technology complex and synthetic running track, practice fields and a new baseball field. The project consolidates all industrial technology disciplines—architectural drafting, electronics, viticulture/enology and automotive, auto body, engineering, welding/machining and manufacturing technologies.

##### **Yosemite Community College District, West Campus Loop Road, Modesto, CA:**

A \$7.9 million (total) project to reconstruct the campus loop road. Project components include: Phase 1 - Entry & Traffic Signal: A \$397,940 project to align the west campus entry with the new traffic signal at Blue Gum Avenue & Prichard Road. Phase 2 - Area 3 & 4: A \$1.8 million project to upgrade existing roads, rehabilitate the northerly parking lot, add pedestrian access to the existing softball field and add sight lighting along roads and landscape installations. Phase 3 - Area 5 & 6: A \$2.9 million project to provide upgrades to the existing storm drain system, sight lighting and roadway landscaping. Phase 4 - District Office Parking Lot: A \$2.8 million project which includes demolition of old administrative buildings, installation of parking lot expansions and associated storm drain system as well as site lighting and landscape installations.

##### **California Polytechnic State University, San Luis Obispo, yak?it'ut'u**

**Residential Community, San Luis Obispo, CA:** A \$165 million, 562,446 SF design-build project featuring eight structures with four and five levels above grade. The project totals 1,475 beds for first year students and associated parking totaling 154,363 SF and over 450 stalls. This project is LEED Platinum certified.



## TULLY WYATT, DBIA, LEED AP

### Preconstruction Manager/Project Director

Tully has over 15 years of industry experience as a dedicated, organized and detail oriented project manager. He is a skilled leader who believes in transparent, ongoing communication and maximizing technology to expedite information, guaranteeing that all team members, including subcontractors, are constantly informed of decisions or changes in real time. Tully has a wide range of experience in alternate delivery methods, including CMAR and design-build.

### PROJECT EXPERIENCE

#### **County of San Luis Obispo, Program Management San Luis Obispo,**

**CA:** Managed a County Improvement Program consisting of 100 capital improvement projects totaling \$90 million. Tully's responsibilities included estimating, program and project management services, including ensuring project delivery was on time and within established project budgets.

#### **Allan Hancock Joint Community College District, Industrial Technology and Education/Athletic Fields, Santa Maria, CA:**

A new \$17.6 million, 35,000 SF industrial technology complex and synthetic running track, practice fields and a new baseball field. The project consolidates all industrial technology disciplines—architectural drafting, electronics, viticulture/enology and automotive, auto body, engineering, welding/machining and manufacturing technologies. Tully was responsible for coordinating scopes with subcontractors, reviewing and approving all invoices and change orders, coordinating DSA back-checking on drawing submittals and preparation of monthly job cost reporting and forecasting.

#### **California Polytechnic State University, San Luis Obispo, yak?it'ut'u**

**Residential Community, San Luis Obispo, CA:** A \$165 million, 562,446 SF design-build project featuring eight structures with four and five levels above grade. The project totals 1,475 beds for first year students and associated parking totaling 154,363 SF and over 450 stalls. This project is LEED Platinum certified. Tully provided construction management services including design and constructability reviews, coordination with owners, architects, inspectors and contractors, contract of testing and inspection agencies, oversight and review of contractor construction progress, schedules and quality of work, coordination of punchlist and warranty work.

**Western Placer Material Recovery Facility, Roseville, CA:** A \$12 million facility designed and operated to recover recyclable materials from mixed waste, process green and wood wastes for composting or biomass, receive and process source-separated recyclables, and provide for receipt and recycling/disposal of household hazardous waste. Construction consisted of concrete tilt panels, structural steel and wood framing, and work included trenching, demolition and shoring of existing structural elements and helicopter lift. Responsibilities included managing the project budget and schedule, contract administration, conducting progress meetings and punchlist management.

#### EDUCATION

MBA, Florida Institute of Technology

BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo

#### LICENSES/CERTIFICATIONS

Design-Build Professional

LEED Accredited Professional

OSHA 30-Hour





## TROY HART

### Resident Engineer

Troy has been active in the construction industry for over three decades, both in the field and as an instructor/mentor. His career began as a welder assistant, moving into construction management after he earned his degree. Troy spent nine years as a collegiate instructor teaching concrete technology, introduction to materials, and commercial construction, also taking time to mentor and tutor students in construction management. Troy's field experience includes management of a variety of projects including civic/municipal, corrections, education and water/wastewater projects. Troy believes in a collaborative working environment incorporating teamwork.

#### EDUCATION

BS, Construction Management,  
California State University, Fresno

### PROJECT EXPERIENCE

#### **State of California, California Men's Colony Wastewater Treatment Plant Upgrade, San Luis Obispo, CA:**

A \$28 million upgrade to the existing wastewater treatment plant in order to mitigate potential for critical spillage. This was a hybrid upgrade, where aspects of the existing plant were utilized as well as up-sizing and upgrading a new wastewater treatment plant. The plant remained in operation during construction. **As Construction Manager, Troy was responsible for administering the contract, submittal review, schedule and milestone adherence, pay request verification, change order review and negotiation and updating agencies including Army Corps of Engineers, RWQCB and other State Agencies.**

#### **County of San Luis Obispo, County Government Center Demolition and Excavation Project, San Luis Obispo, CA:**

A \$11 million demolition of existing historical buildings, removal of existing petroleum tanks and excavating to a depth of 20 feet below street elevation. During the excavation there were many unforeseen conditions, requiring careful negotiations with the contractor in an effort to continue work without interruption. **Troy was responsible for assuring contract requirements were met by the contractor for regulatory agencies, review of schedule updates, payment review and processing, change order negotiations and processing.**

#### **Santa Barbara County, Northern Branch Jail, Santa Maria, CA:**

A new \$88.9 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. The facility includes all necessary supporting infrastructure for independent facility operation, such as exercise areas, facility maintenance, kitchen, laundry, records, administration and inmate programming. **As Construction Manager, Troy was responsible for preconstruction meetings, analyzing bids, coordination of consultants and agencies, schedule and submittal reviews, daily reports and change documentation.**



## MARITZA RODRIGUEZ

### Project Engineer

Maritza has 12 years of experience, the last 10 of which have been spent in a project support capacity on Kitchell projects. Maritza is adept at supporting deadline-driven operations and providing comprehensive support for project management staff. Her background includes managing document control processes, administration of project management systems, updating record documents, as well as involvement in the change order review process, submittals and RFIs. Maritza is proficient in the Microsoft Office Suite of projects, including Word, Excel, PowerPoint and Outlook.

#### EDUCATION

BA, Technical  
Management, DeVry  
University, Fresno, CA  
AA, Business  
Administration, Heald  
College, Fresno, CA

#### PROJECT EXPERIENCE

**Selma Unified School District, Maintenance, Operations and Transportation Warehouse, Selma, CA:** A new \$6.9 million maintenance, operations and transportation warehouse for District use. The 18,286 SF metal warehouse facility features a 6,225 SF storage area and loading dock, a walk-in modular freezer, 3,358 SF office space and a 8,289 SF transportation maintenance area that includes two vehicle lifts and two service pits and 3,358 SF of office space. **Maritza's responsibilities included on-site coordination, project documentation and assisting with project closeout and turnover.**

**Madera County, Staff Augmentation - Solar Phase II, Madera, CA:** \$11 million project implement energy-related improvements to County facilities including the Madera Almond Yard (173 kW), Oakhurst Water Treatment Plant (216kW), Sheriff's Office (194kW), Dublin Plant (216kW) and the new Health and Social Services Office Complex (1,138 kW). All of the solar arrays, except the Dublin Plant, will be ground mounted and serve as shade structures for vehicles. **Maritza's responsibilities included coordination of daily administrative project activities, review of cost proposals, budgets, change order requests and payment applications, tracking and monitoring RFIs and meeting minutes, as well as preparing and processing daily job logs and monthly reports.**

**Santa Barbara County, Northern Branch Jail, Santa Maria, CA:** A new \$88.9 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. The facility includes all necessary supporting infrastructure for independent facility operation, such as exercise areas, facility maintenance, kitchen, laundry, records, administration and inmate programming. **Maritza's responsibilities included coordination of daily administrative project activities, review of cost proposals, budgets, change order requests and payment applications, tracking and monitoring RFIs and meeting minutes, as well as preparing and processing daily job logs and monthly reports.**



## ROB THACKER, cAsp

### Quality Assurance/Quality Control Manager

Rob has over 34 years experience managing and inspecting institutional and commercial construction projects--from a complex research facility to renovation of aging facilities and ADA upgrades. Rob has comprehensive technical knowledge which saves owners time and money by packaging project manager, inspector of record and special inspector skills. Rob also worked for over 10 years as a field/laboratory technician and special inspector for Applied Testing Consultants construction materials testing lab. His responsibilities included inspection and testing of soils, masonry, concrete, and steel to the requirements of DSA/SS, OSHPD, Caltrans, AASHTO, Corp of Engineers, and other regulatory agencies.

#### EDUCATION

BA, Geography/  
Planning & Regional  
Development,  
California State  
University, Chico

Coursework,  
continuing education  
for multiple inspector  
certificates

#### PROJECT EXPERIENCE

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ California State University, Chico, Ivy Street Parking Structure, Chico, CA
- ▶ California State University, Chico, New Parking Structure #1, Chico, CA



## TIM PRECHEL

### Estimating Manager

Tim has over 39 years of experience in all aspects of estimating for all phases of construction. This includes conceptual program estimates through construction documents. He manages a team of estimators and has experience in facility needs assessments, value engineering, change order verification, project cost reporting, and estimate reconciliations and verifications. During his career he has supervised the construction of numerous projects, enabling him to give valuable input during planning and design. Tim has developed a strong, professional relationship with subcontractors and suppliers which in turn contributes to the ability to receive excellent estimating results.

#### EDUCATION

AA, Civil Technology,  
Phoenix College

#### PROJECT EXPERIENCE

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ City of Santa Monica, Parking Structure 6, Santa Monica, CA
- ▶ California Polytechnic State University, San Luis Obispo, yak?ityutyu Residential Community, San Luis Obispo, CA



#### EDUCATION

BS, Construction Management,  
California State University, Chico

## KIRK SHEELEY | Project Scheduler

Kirk has more than 31 years of experience in the construction industry. Kirk has managed all aspects of construction projects, from estimating, contract buyout, schedule preparation and monitoring, to successful contract closeout without any outstanding cost or time issues. Prior to coming to Kitchell, Kirk was an implementation consultant for Primavera Systems and project manager for large public works contractors. He has been involved with software implementation projects for Fortune 500 corporations and large governmental organizations. His work experience includes serving as a scheduling expert witness in complex construction litigation. Kirk is responsible for coordinating vendors, subcontractors, utilities and consultants, as well as, administering progress payments, proprietary job cost systems for project cost controls, and tracking project quantities.

### PROJECT EXPERIENCE

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ City of Healdsburg, Five Way Roundabout, Healdsburg, CA
- ▶ GreenValley Road/Mangels Boulevard Assessment District, Phase I, Fairfield, CA



#### EDUCATION

MBA, Finance,  
California State University,  
Sacramento  
BS, Mechanical Engineering,  
University of Portland, OR

## HEATHER BROWN, PE, CPMP, LEED AP Engineering & Architectural Services Director

Heather brings more than 24 years of experience in the construction industry, has worked on a wide variety of public, higher education and commercial facilities. Her experience includes project management, mechanical and plumbing design, assessing and renovating both HVAC and plumbing systems, preparing calculations and AutoCAD drawings. Heather is responsible for the management of engineers and architects working with code, access compliance, design and constructability reviews, life cycle studies, value engineering sessions, energy studies, specifications development, needs assessments, master planning studies, facility assessments, and construction inspections.

### PROJECT EXPERIENCE

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ City of West Sacramento, Transit Center Project Phase II, West Sacramento, CA
- ▶ Selma Unified School District, Maintenance, Operations and Transportation Warehouse, Selma, CA

*Mechanical Engineer #M31667, CA; LEED Accredited Professional;  
Commissioning Process Management Professional*





## MATT JOHNSON, PE, QSD/P, NCEES

### Civil Engineer

Matt brings over 14 years of experience in grading design, construction of buildings and water quality documentation. Matt's experience includes the design of transportation and land development projects (commercial, residential and industrial sites) as well as review of existing infrastructure systems for improvements. He also has extensive experience in design software such as AutoCAD and AutoCAD Civil 3D to ensure all plans and designs are in line with industry and government standards.

#### EDUCATION

BS, Civil Engineering,  
University of  
California, Davis

#### PROJECT EXPERIENCE

- ▶ Yolo County, Justice Campus Bus Shelter and Site Improvements, Woodland, CA
- ▶ Dart Development Group/Wieland-Davco, Dart Trucking Facility, San Diego, CA
- ▶ Manheim, Inc., Manheim Auto Auction, Anaheim, CA

*Civil Engineer #77287, CA; Qualified SWPP Developer/Practitioner; NCEES Certification*



## ROLAND THOMAS

### Mechanical Designer

Roland is a senior mechanical project manager and designer who has been working in the consulting and engineering fields for over 37 years. He has experience in the HVAC and plumbing engineering industry, as well as managing a team of engineers to develop designs for new or renovation projects including correctional, healthcare, industrial, commercial, civic, multi-family, retail, K-12 and higher education, and worship facilities.

#### EDUCATION

AA, Architectural  
Engineering, George  
Brown College of  
Applied Arts and  
Technology  
AA, Mechanical  
Technology, Ryerson  
Poly-technical  
Institute

#### PROJECT EXPERIENCE

- ▶ California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, Sacramento, CA
- ▶ City of Sacramento, City Hall New Facility and Existing Building Remodel, Sacramento, CA
- ▶ City of Sacramento, 911 Dispatch Facility, Sacramento, CA



## GERALD NEUFFER, PE, LEED AP, CRM

### Electrical Engineer

Gerald has worked exclusively in the field of electrical consulting for 29 years. During this time, he has designed electrical systems for a wide range of municipal, healthcare, retail, residential, military and educational facilities. He has project management, coordination, and negotiation skills. Gerald has worked as an electrical department manager and mentored a team of electrical engineers and designers. His many licenses have allowed him to work, review and seal hundreds of projects across the United States.

#### EDUCATION

BS, Electrical Engineering,  
University of the Pacific

Certificate,  
Commercial Systems Design Training, SMA Solar Academy

#### PROJECT EXPERIENCE

- ▶ Santa Barbara County, Northern Branch Jail, Santa Maria, CA
- ▶ City of San Rafael, Essential Services Facility, Phase I, San Rafael, CA
- ▶ City of West Sacramento, Community Center, West Sacramento, CA

*Electrical Engineer #14881, CA; LEED Accredited Professional*



## KEVIN HALLOCK, AIA, NCARB

### Architect

Kevin has over 18 years of industry experience working on various projects including hospitality, housing, healthcare, schools and churches. He has excellent communication skills, working both with his design team and the client to meet goals and ensure projects are completed on time. Kevin's wide range of experience includes managing design and production teams, working with clients to be sure their goals are understood and accomplished and working with city agencies to ensure projects meet the local planning vision and serve the community. He has served on various boards and is active with local non-profit organizations.

#### EDUCATION

B.Arch, University of Arizona

#### PROJECT EXPERIENCE

- ▶ Solano County, As-Needed Technical Services, Fairfield, CA
- ▶ County of San Diego, Facility Condition Assessment Services, San Diego, CA
- ▶ San Rafael, Essential Services Facilities Phase I, San Rafael, CA

*Architect #33444, CA; National Council of Registration Boards*



## RUSSELL A. FOX

### Principal-in-Charge

Russ' expertise in the A/E/C industry is a result of over 35 years of experience and a lifetime of passion to build quality facilities. His experience covers every phase in the life of a project—from preconstruction to document delivery. As an active and involved participant to ensure client satisfaction from our proposed team, Russ firmly believes in customizing a project's solutions to work with a client's specific needs and requirements. His leadership skills are firmly based on integrity, honesty and innovation, setting the course for the project team to follow and resulting in a finished project that exceeds the owner's expectations.

#### EDUCATION

BS, Construction Management,  
California State University, Chico

AA, Construction Technology, Shasta College, Redding

#### PROJECT EXPERIENCE

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ City of West Sacramento, Transit Center Project, Phase II, West Sacramento, CA
- ▶ Selma Unified School District, Maintenance, Operations and Transportation Warehouse, Selma, CA

## 6. RELEVANT EXPERIENCE OF TEAM

### A. SIMILAR PROJECT EXPERIENCE

#### **Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA:**

A new \$38 million, 41,000 SF transit facility that replaces the currently outdated maintenance and operations facilities with a new bus maintenance building, operations building and an administrative office facility, along with associated on-site and off-site improvements, including an 8,000 SF tenant improvement. Project is anticipated to achieve LEED Silver certification. **Proposed Team Involved:** Kirk Sheeley, Heather Brown, Robert Thacker, Tim Prechel.

#### **Selma Unified School District, Maintenance, Operations and Transportation Warehouse, Selma, CA:**

A new \$6.9 million maintenance, operations and transportation warehouse for District use. The 18,286 SF metal warehouse facility features a 6,225 SF storage area and loading dock, a walk-in modular freezer, 3,358 SF office space and a 8,289 SF transportation maintenance area that includes two vehicle lifts and two service pits and 3,358 SF of office space.

**Proposed Team Involved:** Randy Rominger, Maritza Rodriguez, Heather Brown.

#### **Allan Hancock Joint Community College District, Industrial Technology & Athletic Fields, Santa Maria, CA:**

A new \$17.6 million, 35,000 SF industrial technology complex and synthetic running track and practice fields for football and soccer, as well as a new baseball field. The project consolidates all industrial technology disciplines—architectural drafting, electronics, viticulture/enology and automotive, auto body, engineering, welding/machining and manufacturing technologies. **Proposed Team Involved:** Randy Rominger, Tully Wyatt.

#### **City of West Sacramento, Transit Center Project Phase II, West Sacramento, CA:**

A \$1.7 million, multi-modal transit center project featuring six bus berths, a bus turnaround and passenger amenities to facilitate times transfer at a single

hub location. The facility accommodates eight buses per hour for drop off and pickup. Passenger amenities includes shelters on each street, seating, informational signage, trash containers, bus driver restrooms and bicycle parking. This project was 95% funded by the FTA (Federal Transit Administration). **Proposed Team Involved:** Heather Brown.

#### **State Center Community College District, Reedley College Heavy Truck Program, Fresno, CA:**

A 2,290 SF addition of shop space to the college's mechanized agriculture building. The project includes site work improvements such as telecommunications, sewer, storm, air, fencing, concrete flatwork and re-grading of the work yard. The project is funded by the 2016 Strong Workforce Program, which provides funds to spur career technical education in California Community College Districts. **Proposed Team Involved:** Randy Rominger.

#### **San Luis Obispo Community College District, EV Charge Network Program, San Luis Obispo & Paso Robles, CA:**

Installation of 16 electric vehicle charging ports at the Paso Robles campus and 24 ports at the San Luis Obispo campus as part of PG&E's EV Charge Network Program. To financially support the project, Kitchell applied for the Air Pollution Control District's Alternative Fuel and Electric Vehicle Infrastructure Grant, receiving a \$125,380 grant, covering 62% of the hardware costs. **Proposed Team Involved:** Randy Rominger.

### B. PROJECT & CONSTRUCTION MANAGEMENT

#### **California Polytechnic State University, San Luis Obispo, yak?it'ut'yu Residential Community, San Luis Obispo, CA:**

A \$165 million, 562,446 SF design-build project featuring eight structures with four and five levels above grade. The project totals 1,475 beds for first year students and associated parking totaling 154,363 SF and over 450 stalls. This project is LEED Platinum certified. Kitchell provided full on-site construction management services including consultant management, contract administration, estimating, scheduling, value engineering, constructability reviews, and project closeout. **Proposed Team Involved:** Randy





Rominger, Tully Wyatt, Tim Prechel.

**California Polytechnic State University, San Luis Obispo, Neighborhood UU - Building 65, Building 19 and Plaza Improvements, San Luis Obispo, CA:**

A \$24 million project including complete renovation of the entire top floor of Building 19, renovation of electrical and plumbing systems of Building 19 and the surrounding plaza area. Work in Building 65 consists of renovation of the Chumash Auditorium, lobby area and public areas on that floor as well as exterior improvements and interior circulation spine at the lower level.

Kitchell is providing preconstruction services including cost monitoring/reporting, project phasing, development of the project schedule

and constructability review, as well as estimating and value engineering services. **Proposed Team**

**Involved:** Randy Rominger, Tully Wyatt.

**Santa Barbara County, Northern Branch**

**Jail, Santa Maria, CA:** A new \$88.9 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. Kitchell is providing full project and on-site construction management services including value engineering, design/constructability reviews, estimating, design management and quality control/assurance.

**Proposed Team Involved:** Randy Rominger, Troy Hart, Maritza, Rodriguez, Heather Brown, Gerald Neuffer, Tim Prechel.

## 7. DESCRIPTION OF PROPOSED APPROACH

### DISTRIBUTION OF TASKS, TRAVEL, DURATION OF WHICH STAFF WILL BE ON SITE DURING WHAT PERIODS OF TIME

Our proposed **Resident Engineer (RE) Troy Hart** and **Project Engineer (PE) Maritza Rodriguez** will be on-site full time during the duration of construction through substantial completion. They will operate out of our SLO office during preconstruction and closeout phase activities.

**Our proposed QA/QC Manager Rob Thacker** will perform on-site quality assurance observations at regular intervals throughout the construction phase. **Our proposed Project Director (PD) Tully Wyatt** will be involved on a part-time as needed basis throughout the duration of the project operating out of our SLO office.

Our proposed RE and PD are local employees operating out of our SLO office, and therefore, time and costs associated with travel will be negligible. Our QA Manager operates out of our Sacramento office.

### INTEGRATING THE CM PROCESS INTO THE FINAL DESIGN & CONSTRUCTION PROCESS

Our approach to the SLO RTA Bus Maintenance Facility is centered on the full collaboration of all team members. In order to accomplish this,

our project team will perform the following tasks to ensure we are thoroughly integrated into the project design and construction processes in a minimal amount of time:

- ▶ Review all available project documents to ensure we fully understand all environmental, programmatic, design, budget, and schedule status/expectations
- ▶ Conduct a CM services kick-off meeting with representatives of SLO RTA, Stantec and key Stakeholders to establish and/or clarify primary project success metrics, lines of communication, process protocols, roles & responsibilities, and other subjects to enhance integration and prevent delays

### FOSTERING TEAMWORK & MINIMIZING ADVERSARIAL RELATIONSHIPS

Kitchell has provided construction management services to public sector clients for over 69 years. We realize the importance of developing working relationships built on trust, investing in teams by building strong and cohesive working relationships. **Our goal is that you rely on our project team in the same way you would rely on your most trusted employees.** Our overall approach to managing projects is based on this premise.

Following is an outline of some of the services we will provide to SLO RTA to accomplish the tasks identified in the scope of services while fostering positive project team relationships. Our work plan is focused on providing the full range of services necessary to ensure your project is delivered in accordance with your goals and objectives.

## PRECONSTRUCTION ACTIVITIES

The contract documents are the sole means of relaying all of the critical decisions, concepts, criteria and information developed during the design process to the contractor. **It is essential that these documents thoroughly represent what the SLO RTA expects out of the completed project. Kitchell will work closely with Stantec to ensure that this is accomplished.** In managing this phase of the work we will provide the design team the necessary tools to facilitate their efforts. This includes a master schedule with the appropriate milestones and activities identified along with reviews and constructability analysis to further their development of a complete design package. Kitchell is well known for its ability to work collaboratively with architects and other design professionals.

## MASTER PROJECT SCHEDULE

One of our first efforts will be the development of a master schedule to be used as both a planning tool and to gauge project status against the established milestones. It will include all major activities from the current stage of design/permitting through final occupancy and use of the facility, as well as review times and the necessary agency approvals. Our project schedule provides information in a concise, clear and effective format so that it is a useful tool for the entire project team. Kitchell will propose and review alternatives for project phasing and sequencing. Strategies for packaging the construction work, phasing and creating milestones will be presented for the team's consideration. These strategies will explore alternatives that allow the project to move into construction quickly, ensure timely project completion and provide greater control over the price and quality of materials.

## CONSTRUCTABILITY REVIEW

We will perform design and constructability reviews of the 90% construction documents

including a subsequent back-check to ensure design and constructability review comments are incorporated into the 100% construction documents submittal. The review process serves as a second set of eyes in the coordination between disciplines, and to ensure all components and required systems are included. A constructability review also evaluates the appropriateness of materials and building systems with regard to the available labor force and the anticipated bidding climate. **We will concentrate on identifying items in the drawings and specifications that are conflicting, inadequately coordinated, open to misinterpretation or merit technical consideration.** Comments identified by reviewers will be entered into an interactive Bluebeam web-based session and design review reports will be generated and distributed to the project team. These comments are tracked, noting the design team's notes regarding implementation, along with a back-check by our reviewers to verify incorporation.

## QUALITY ASSURANCE PLAN

**Kitchell has a standard Quality Assurance (QA) program, which will serve as a vital tool in developing a project-specific QA plan and facilitating the contractor's implementation of their Quality Control (QC) plan.** We will take a proactive approach to quality assurance to see that SLO RTA receives the best project quality for its investment. **Primary aspects of Kitchell's QA program include:**

- ▶ Conducting design and constructability reviews to improve buildability and help eliminate potential change orders.
- ▶ Establishing clear QA/QC processes and procedures including inspections, materials testing & special inspections; as well as delivered materials verification against approved submittals.
- ▶ Participating in pre-installation meetings prior



to each construction operation to ensure proper installations and applications without costly rework. This item is discussed further below.

- ▶ **Requiring mock-ups of important building components and finishes** to ensure that the specified quality expectations will be met.

## CONSTRUCTION MANAGEMENT PLAN

Upon commencing services we will work with SLO RTA and Stantec to develop the construction management plan. This document will serve as the project team's primary point of reference and will establish the framework for project execution. **The construction management plan will include the following and more:**

- ▶ **Communications protocols, progress reporting requirements, roles and responsibilities, and project procedures** to establish clarity on how SLO RTA, architect, contractor and Kitchell interact as a team and administer and coordinate the work of the project.
- ▶ **General Conditions and Bid Forms/Procedures** to convey clear scope of work and concise bidding/contract execution procedures to the bidding community; and provide ample project administrative control.

The construction management plan is an evolving document and will be updated continually throughout the project. Many of these elements are explained in greater detail below.

## FRONT-END PROCUREMENT DOCUMENTS

Kitchell will work closely with SLO RTA and Stantec in the preparation of the front-end documents (Division 0 and 1), including general conditions and supplementary general conditions, to ensure accurate bidding and construction implementation instructions to bidders. Many owners have a standard set of these documents from which we can customize to suit the specific requirements of the project. We also have templates that can be used as a basis for the development of these sections.

## CONSTRUCTION STAGING & PHASING PLANS

Site and schedule restrictions that establish how the contractor proceeds and implements the work are identified in the front-end documents. It is essential that these are thoroughly thought out beforehand and described in a clear and concise manner in the documents. The area of the site and off site improvements in which the contractor has access during particular times of the project must be identified so that they can adequately plan their laydown and staging areas. There may be other restrictions related to any number of other issues such as the adjacent overpass project that is expected to be underway before this project is completed. These all need to be defined and represented in the documents as any ambiguity or omission of these restrictions or requirements may result in change orders later in the construction along with costly delays.

## CONSTRUCTION CONTRACTOR SELECTION

**Successful administration of the bid phase will result in a project that meets SLO RTA's goals for receiving responsive and responsible bid proposals from prospective qualified bidders.** Kitchell performs a variety of services in administering and assisting in the contractor selection process. **Our bid phase services include:**

- ▶ Extensive bidder solicitation to generate a competitive bidding environment
- ▶ Conducting pre-bid conferences to clarify bidding requirements and provide bidders with a venue to conduct their pre-bid investigations
- ▶ Developing methods for tracking, responding to, and expediting questions received prior to receipt of bids
- ▶ Reviewing addenda and advising the team of time, cost or constructability impacts
- ▶ Assisting in assembling construction documents, bid documents, general conditions, addenda and distribution to all prospective bidders
- ▶ Reviewing and analyzing bids and making recommendations for contract awards

- ▶ Assist and coordinate the resolution of bid protests
- ▶ Post-bid meetings and analysis of bid alternates
- ▶ Assist with contract development, award and formal issuance of Notice to Proceed

## BID MARKETING

With escalating materials costs and a competitive bidding climate it is especially important to attract prospective bidders and generate a competitive bidding environment. Starting even before the prequalification stage, Kitchell conducts a bidder, solicitation program to encourage competition in order to receive sufficient responsive and competitive bids. We conduct campaigns to market the projects to potential bidders including local subcontractors. **Our experience in the Central Coast has enabled us to develop a familiarity with the local contracting market. We have developed working relationships with major contractors, subcontractors and suppliers who will be invaluable in assisting us in generating bidder interest.** We conduct an intensive telemarketing and information dissemination effort to contact as many qualified bidders as possible and to encourage them to bid.

## CONSTRUCTION THROUGH CLOSEOUT ACTIVITIES

Our approach to construction phase management and administration, developed and proven over time, provides the project team with the tools necessary to keep the project within the established parameters for budget, schedule and quality. Achieving SLO RTA's goals in a spirit of teamwork will require the project team to possess sufficient skills, experience and commitment. These attributes, supported by sophisticated project controls, dedicated resources, state-of-the-art systems and sound leadership will produce a winning project. Kitchell provides appropriate leadership, well-thought-out solutions in project implementation, effective communication systems, and an emphasis on a collaborative team approach.

## PROJECT MEETINGS

Kitchell will conduct project status meetings with SLO RTA, Stantec, consultants and others as necessary to review project progress, coordinate activities and to resolve issues. Kitchell will also conduct more detailed weekly progress meetings with the contractor and other team members for the coordination and implementation of construction; identification and resolution of issues; schedule coordination and compliance; tracking and management of RFIs, submittals, change orders; payment applications; and general coordination of testing and inspections by the inspector and the subcontractors. Kitchell will maintain logs for RFIs, submittals, issues and change orders. To memorialize important statements made and actions required, concise, accurate meeting minutes issued in a timely manner are just as important as the meetings themselves.

## SCHEDULE CONTROL AND DELAY MITIGATION

It is absolutely imperative the project be completed and occupied on or before January 31, 2022, and **we will implement Kitchell's proven delay mitigation processes to ensure timely project delivery.** Kitchell's project professionals are well versed in the process of detailed project scheduling. Our proposed project team understands the cost of lost time on the construction schedule and the importance of monitoring the construction schedule and mitigating project delays.

The contractor will be required to submit a detailed CPM schedule at the start of the project. This schedule will be reviewed in detail for conformance with established milestones and other contract requirements and restrictions. Following the contractor's incorporation of our comments, we will recommend acceptance of the schedule.

The contractor's schedule will become the baseline upon which we measure progress, and subsequent updates will form history of how the project was built. Careful monitoring and regular monthly



reporting of activities against this schedule will provide early information about overall progress against the baseline. Using Last Planner LEAN techniques, we will follow up on potential delay issues that could affect the contractor's activities through active communication with SLO RTA staff and the project team. **We will continually review and monitor progress of the contractor's work against the scheduled milestones, and will work proactively to take all necessary actions to prevent, minimize or recover from delays.**

Should the schedule show a delay, the contractor will be required to provide a recovery schedule to demonstrate how they will get back on schedule.

We will use the weekly on-site project construction meetings as a forum to discuss the status of the schedule with the contractor. We will continuously drive the schedule and enforce the provisions of the contract agreements regarding scheduled progress.

## CHANGE MITIGATION

**Our primary focus in dealing with the potential of construction change orders is through prevention.** This begins with thoroughly reviewing design documents through detailed design and constructability reviews to eliminate most change orders before they happen. When change orders do occur, mitigating or reducing the impact is important. The team will maintain emphasis on critical issues and their timely resolution. Prompt resolution of contractor RFIs and other field issues is a key component towards mitigating change orders or reducing their overall cost and schedule impact to the project.

Kitchell, in conjunction with SLO RTA, will manage specific procedures for processing change orders. The process will ensure that SLO RTA is immediately informed of the proposed changes and the impact on cost and time when the issue arises. The total cumulative amount of change orders will be closely monitored and project progress and change orders will receive careful analysis to provide SLO RTA with the total financial exposure.

## CONTRACTOR'S QUALITY CONTROL

We will take a proactive approach to ensure that construction project quality meets or exceeds SLO RTA's expectations. Kitchell's project team will ensure the contractor develops a comprehensive Quality Control (QC) program in compliance with Kitchell's Quality Assurance (QA) program.

Through our implementation of our QA program, we will notify the contractor of observed deficiencies and follow through to ensure corrections are made in a timely manner. Informal ongoing punchlists will be generated to correct deficiencies as the project proceeds instead of waiting until the conclusion of the project.

We will coordinate with the City to ensure that they have access to the work at the appropriate times to perform their building code level inspections as required. We will also establish a procedure for materials testing and special inspections and will coordinate and manage the firm's activities.

## CONFIGURATION MANAGEMENT

Kitchell will provide a wide array of professional skill, well-thought-out solutions in project planning & implementation, and effective project control systems as a collaborative member of the project team to deliver the project within strict conformance with the approved construction documents, environmental mitigation measures and Federal requirements as predicated by the Transportation Infrastructure Finance and Innovation Act (TIFIA) program.

Through the course of project implementation, necessary modifications to the documents will follow established approval and record document management processes to ensure the as-built record documents accurately reflect the completed project.

## ADMINISTRATION SYSTEMS AND DOCUMENT CONTROL

We use computerized systems to manage project documentation, cost estimating, scheduling, job costs and budget reporting. Our computers are equipped with state-of-the-art project

management software plus tested and proven programs for scheduling, cost control, project accounting, cash flow analysis, value analysis and project documentation. These systems will allow us to provide SLO RTA with the latest technology for project communications, meetings, scheduling, estimating and budget control. Our staff understands the entire construction process from conception to completion and will effectively utilize the latest technology available. We have used many commercial systems in the management of major programs and projects.

## SUBMITTALS

Kitchell's submittal activities begin weeks before the contractor begins work. To ensure that the contractor fulfills the specified submittal requirements, we comb the specifications for any required submittals and enter them into our project administration software. This enables us to work from a submittal schedule tied to individualized submittal due dates. Once the contractor transmits submittals for approval, submittal status transitions from "scheduled" to "logged" by simply entering actual receipt dates to the pre-entered submittal information.

We utilize our computerized submittal schedules and submittal logs to mitigate delays due to delinquent contractor submittals or consultant reviews.

## REQUESTS FOR INFORMATION

Prompt resolution of the contractor's requests for information (RFIs) will help mitigate significant cost and schedule impacts. **For this reason, we have implemented an efficient RFI processing and monitoring system through our project administration software.** We will use the RFI Log to track requests for information including date received from the contractor, date sent to the architect, date received back from the architect, date response was returned to the contractor and status. The RFI Log prioritizes when a response is required to be submitted to the contractor. This will help mitigate delays due to delinquent RFI responses. The RFI Log is updated weekly and is distributed to all team members as an attachment

to the weekly meeting minutes. To facilitate the process, information is distributed and returned electronically. Our role in the RFI process goes well beyond managing the process. Our on-site team is comprised of experienced field personnel that know construction and are able to work with the contractor and architect to develop practical and cost effective solutions.

## MONTHLY PROGRESS REPORTING

Project reports provide a snapshot of project status. We will generate monthly reports both electronically and in writing to summarize project activities, report schedule and budget status, address current project issues and forecast future activities. Photographs showing project progress are included along with applicable logs and other pertinent information as described in the RFP. The contractor will contribute information for the progress report, and we will work with SLO RTA in development of the front-end documents to coordinate information needed from the contractor on a monthly basis. Reports will be customized to meet any specific reporting requirements and can be tailored for various levels of detail for distribution or presentation to particular groups.

## DAILY PROJECT REPORTS

Once construction is underway, we will develop daily reports in addition to the monthly reports outlined above. Our project team will collect and report daily project information to develop a written history of the project. Information included in our daily reports includes activities performed, important events of the day, visitors, materials received, crew size, weather data, and issues to resolve. This collection of daily reports document daily construction events forming an as-built history of construction schedule implementation.

## PAYMENT REQUESTS

Kitchell, in consultation with Stantec, the inspectors and SLO RTA, will implement a standard procedure for the review, processing, and payment of the payment applications. This procedure will facilitate timely, accurate and appropriate payments, thereby limiting SLO RTA's exposure to

over payments or interest fees. The contractor's monthly pay application is supported by their monthly schedule update and progress report. We will review the application carefully against the updated schedule to verify conformance and accuracy.

## SAFETY PLAN

Kitchell understands the importance of maintaining a safe work environment to generate better moral, productivity and eliminate lost time due to accidents. **Our construction operations enjoy one of the industry's lowest workers compensation modification rates, reflecting our own excellent safety record.** We will work with SLO RTA to establish and implement safety protocols both internal to our construction management personnel and external to the contractor's construction operations.

## SECURITY PLAN

The project site is located near a concentration of homeless population, and is more vulnerable to losses and damage than with typical construction projects. The construction site must be secured at all times to minimize loss of materials and tools, disruption to the work and exposure to hazardous activities by construction personnel, SLO RTA staff, consultants, inspectors and visitors - both during and after working hours. We will explore the benefits of requiring the contractor to implement heightened security measures such as security cameras, security personnel, and alarms

## COMMISSIONING

Kitchell has extensive experience in both serving as the commissioning agent or coordinating, technically reviewing and managing the activities of an independent commissioning consultant.

SLO RTA has taken the proactive step in hiring 3C Engineering to perform commissioning of the Bus Maintenance Facility project. We will work closely with 3C Engineering and Stantec to coordinate implementation of the commissioning plan.

## PROJECT CLOSEOUT

Successful project closeout begins during the development of the design documents. We will

review the plans and specifications and offer suggestions on equipment and system start-up in the constructability review. During construction, inspections will occur on a continuous basis rather than one massive punch list at the end of the project. Deficiencies will be identified and corrected continuously throughout construction ensuring SLO RTA moves into a fully complete and operational facility.

We will initiate and participate in walk-through inspections. From these inspections, a final punch list of remaining items to be addressed will be generated. Our staff will verify these items are corrected before moving on to final completion and a final inspection. In addition, we will secure and transmit to SLO RTA required closeout documents including guarantees, affidavits, releases, bonds and waivers, as well as coordinate delivery of all keys, manuals, record drawings and maintenance stock.

Recommendations regarding issuance of substantial completion and final completion will be made along with final payment review and approval.

Electronic versions of all reports, drawings, and other project-related documents will be delivered to SLO RTA at project completion. A final report will be developed that provides an overall summary of the project.

We will also coordinate owner training on the use and maintenance of the facility and systems. We will work with SLO RTA to develop warranty item correction procedures to enable timely and efficient resolution of warranty items throughout the warranty period. **In addition, we will offer a facility review 11 months after the project has been occupied to identify any warranty issues and ensure client satisfaction.** Kitchell will tour the facility and meet with SLO RTA representatives to verify that the facility is operating properly. We will assess and recommend remedies for any outstanding warranty items.

## 8. RATES PROPOSAL

Rates proposal has been included in a separate, sealed envelope.



## E. ADDITIONAL DATA

### INSURANCE REQUIREMENTS & AGREEMENT INDEMNITY LANGUAGE

Kitchell affirms we have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. Kitchell agrees to furnish RTA with original insurance certificates and endorsements immediately following award of contract.

Kitchell also affirms we have read and agree to the indemnity language in the Agreement.

### DISCLOSURES AND DEVIATIONS

In accordance with Section III, paragraph 1.4 of the RFP, Kitchell is submitting this proposal certifying that neither Kitchell nor any of its employees have a conflict of interest with any of the organizations or personnel of the Design Team led by Stantec Architecture. Kitchell is hereby disclosing that Stantec is presently under a subconsultant agreement with Kitchell on an unrelated contract to perform civil engineering design administration services. Our legal counsel has reviewed this and has concluded that the referenced existing contractual relationship has no bearing or influence over the services envisioned through this RFP and no conflict of interest exists.

Section III, paragraph 1.14 of the RFP, Safety Plan, states the CM will review and assist the RTA in approving the construction contractor's safety plan. Kitchell recommends that neither Kitchell nor the RTA be in the position to approve the construction contractor's safety plan. By approving a construction contractor's safety plan, the RTA and Kitchell could be assuming partial legal responsibility for the contents of the contractor's safety plan. Instead, Kitchell recommends that it's and RTA's role be limited to ensuring the construction contractor submits a site-specific safety plan for record, and that they demonstrate that they are implementing their safety plan.

*This page intentionally left blank.*



# REQUIRED FORMS

## RFP CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for proposals.

Write “yes” on the blank space if you have included those items for submittal of your RFP

Yes      Restrictions on Lobbying form (Attachment A)

Yes      Designated Contact List form (Attachment B)

Yes      Receipt of Addenda form (if issued)

*Receipt of Addenda form was not issued, addendum is acknowledged below.*

Yes      Confirmation of agreement to Insurance requirements as outlined in Attachment One  
*Per instructions in the RFP, this is included in section E. Additional Data on page 14*

Yes      DBE Utilization / DBE Participation Schedule form provided in Attachment Two  
*Per instructions in the RFP, this is included in section C. Project Approach on page 3*

# ACKNOWLEDGMENT OF ADDENDA

## ADDENDUM NO. 1

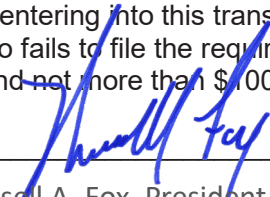
Kitchell acknowledges receipt of Addendum No. 1, issued October 11, 2019.

**ATTACHMENT A**  
**RESTRICTIONS ON LOBBYING FORM**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Russell A. Fox, President	Signature of CONTRACTOR's Authorized Official
_____ October 18, 2019	Name and Title of CONTRACTOR's Authorized Official
_____ October 18, 2019	Date

**ATTACHMENT B**  
**DESIGNATED CONTACTS LIST**

Vendors are required to indicate in the space provided below the designated contact individual’s name and contact information:

<u>SAN LUIS OBISPO RTA</u>	<u>VENDOR</u>
Geoff Straw	<u>Randy Rominger</u>
San Luis Obispo RTA	<u>Kitchell</u>
179 Cross Street, Suite A	<u>1540 Marsh Street, Suite 150</u>
San Luis Obispo, CA 93401	<u>San Luis Obispo, CA 93401</u>
(805) 781-4465	<u>805.706.0276</u>
<a href="mailto:gstraw@slorta.org">gstraw@slorta.org</a>	<u>rrominger@kitchell.com</u>





1540 MARSH STREET, SUITE 150  
SAN LUIS OBISPO, CA 93401  
[WWW.KITCHELL.COM](http://WWW.KITCHELL.COM)







December 19, 2019

Mr. Geoff Straw, Project Manager  
San Luis Obispo Regional Transit Authority  
179 Cross Street,  
San Luis Obispo, CA 93401

**Re: Revised Fee Proposal - Construction Management Services for the RTA Bus Maintenance Facility**

Dear Mr. Straw:

We at Kitchell greatly value the opportunity to join RTA's team in bringing the new Bus Maintenance Facility project to fruition and are committed to delivering high quality construction management services at maximum value.

We understand the RTA has a budget of 3% of construction value for construction management services. The level of effort to perform the prescribed scope of services extended by the hourly rates in our rates proposal, submitted with our response to the RFP, would approach 4.5% of construction value; therefore, we are proposing some recommended savings options to help achieve the needed scope of services at the best value.

We would consider development of the master schedule, development of front-end (Division 0 & 1) specifications, bid outreach and bid administration as essential preconstruction phase services. Performing a constructability review, developing a construction management plan, and developing a quality assurance plan would enhance delivery of the project, but may not be as effective at this stage of the design. We understand that RTA is interested in contractor prequalification, and we have included this fee as an optional service.

We recommend two savings strategies for construction/closeout phase. First, we propose Project Engineer Sarah Maloney in lieu of Senior Project Engineer Maritza Rodriguez. Sarah is a local employee with excellent relevant experience including electric vehicle charging station projects. As a local employee, we can offer her at a lower rate. Her resume is enclosed for your review and consideration. Second, quality assurance reviews can be performed by our onsite team rather than our in-house Quality Assurance Manager. Our essential services fee is based on this assumption.

One of the project's significant risks is completing the project in ample time to move to the new facility before the current lease expires in early 2022. We explored a potential opportunity to implement an early demolition/abatement phase during our meeting with you on December 4, 2019. After reviewing this option in greater detail, we concur that there is insufficient time to implement this option. Our fee to implement an early demolition/abatement phase is presented below as an optional service in the event that it becomes feasible.

In response to RTA's request for a fee proposal to provide the services of a qualified biologist, archeologist and Native American monitor in connection with the required CEQA mitigation measures, we received proposals from Rincon Consultants and Terra-Verde Environmental Consulting. Their fees are comparable to one another and are based upon an assumption that there will be six months of earthwork activity during which their services would be required. We propose to perform this service on an hourly basis not to exceed the subconsultant value of \$279,000 plus Kitchell's 10% mark-up for a total of \$306,900. If the contractor accomplishes the earthwork activity in less than six months, then the cost of these services would be less. These services are shown as an optional service below, and both Rincon's and Terra Verde's proposals are enclosed for further review.

December 19, 2019

Mr. Geoff Straw

Revised Fee Proposal – Construction Management Services for the RTA Bus Maintenance Facility

Page 2

Recommended Essential Services:

Preconstruction/Bidding Phase (16 weeks).....	\$ 43,540
Construction/Closeout Phase (83 weeks construction, 8 weeks closeout).....	\$ 796,320
Total Recommended Essential Services Fee: .....	\$ 839,860

Optional Services:

Constructability Review.....	\$ 37,210
Construction Management Plan.....	\$ 7,880
Quality Assurance Plan.....	\$ 5,860
Contractor Prequalification.....	\$ 24,960
Construction Early Demolition and Abatement Phase (12 weeks).....	\$ 59,460
Testing and Special Inspection Services by Earth Systems with Markup .....	\$ 510,384
CEQA Monitoring Services (Not-to-Exceed).....	\$ 306,900

The above fees would be billed on a lumpsum, fixed fee basis unless noted otherwise. Our proposed fees do not include the provision of an onsite construction office. We are assuming the contractor will supply the CM's onsite construction office. Our fee also does not include provision of testing and special inspection services. We received a quote from Earth Systems to perform this service, which is presented as an optional service to our contract above. We recommend the use of a web-based Project Management Information System during construction. Our fees do not include costs to provide or maintain a web-based system. We recommend provision of a Project Management Information System accessible by Stantec, RTA, and ourselves be included in contractor's contract.

We look forward to working with RTA, Stantec and other project stakeholders in working together to successfully deliver the Bus Maintenance Facility project.

Sincerely,



Randy Rominger  
Regional Executive

Enclosures:

1. Sarah Maloney's Resume
2. Earth System's Proposal for Special Inspection (including Grading Observation) and Materials Testing Services Dated December 3, 2019
3. Rincon Consulting's Proposal for CEQA Monitoring Services Dated December 13, 2019
4. Terra Verde's Proposal for CEQA Monitoring Services Dated December 17, 2019



# SARAH MALONEY

## PROJECT ENGINEER

Sarah is a skilled project coordinator with experience in FFE procurement and move management in a higher education setting. She has a passion for the construction management industry and finds working in construction management strengthens her strategic and analytical skill sets. Sarah is a skilled communicator, fluent in English and Thai, who enjoys working with people from all demographics. She is familiar with software including MS Project, Salesforce, SharePoint, FAMIS and Maintenance Connection.

## PROJECT EXPERIENCE

**Cuesta Community College School District, Measure L Bond:** A \$275 million bond program to address crucial facility needs, including a new instructional building on the San Luis Obispo campus, a new campus center, a new career training facility and new early childhood center at the Paso Robles campus. Work also includes the replacement of temporary classrooms, repairs and upgrades to roofs, heating and air conditioning units, aquatic center and other infrastructure and utilities technology upgrades. Component projects include:

- ▶ **North County Campus Center:** A new 43,000 SF, two-story multi-function building housing a variety of student services. The structure includes offices for counseling, admissions, records and financial aid in addition to a cafeteria, a bookstore, a health center and student life and leadership.
- ▶ **San Luis Obispo Instructional Building:** A new 32,000 SF, two-story structure consisting of eight high-capacity multi-discipline classrooms accommodating 45 students each, a forum-size classroom for 90 students, 40 offices, a staff lounge area and three meeting rooms.
- ▶ **Interim Housing:** The replacement of six modular non-compliant structures with 20 smaller compliant structures while new permanent structures are being constructed on the North County Campus. On the San Luis Obispo Campus, eight temporary compliant structures are replacing five small non-compliant modular structures.
- ▶ **San Luis Obispo Data Center:** A new 4,400 SF, one-story building including a main data/server room, support offices, restrooms and an employee break room.
- ▶ **North County Campus Early Childhood Education Center:** A new one-story building replacing portable buildings providing childcare for toddlers and preschoolers in addition to faculty offices, additional parking and dedicated teaching spaces for early childhood education.
- ▶ **1000 Complex Modernizations:** Renovation of physical education locker rooms, a swimming pool, gym, weight room and faculty offices. Work includes replacing roofing and heating and air conditioning units, ADA accessibility upgrades and site infrastructure improvements to electrical, gas, water and sewer utilities.
- ▶ **2000 Complex Modernizations:** Renovation of allied health and nursing, biology, physical science classrooms and a science forum classroom. Work consists of roofing and heating and air conditioning replacements, ADA accessibility upgrades and site infrastructure improvements to electrical, gas, water and sewer utilities.
- ▶ **San Luis Obispo Aquatics Center Renovation:** Replacement of two existing pools with a 50-meter competition-sized pool and a 25-yard, L-shaped pool connecting to new equipment and utility infrastructure. Work includes upgrades to current pool decks, deck drainage, starting blocks and diving boards.

## Education

BA, Psychology, University of California, Santa Cruz



December 3, 2019

Mr. Randy Rominger  
Kitchell CEM  
1540 Marsh Street  
San Luis Obispo, CA 93401

PROJECT: RTA BUS MAINTENANCE FACILITY  
253 ELKS LANE  
SAN LUIS OBISPO, CALIFORNIA

SUBJECT: Proposal for a Grading Observation, Special Inspection, and Materials  
Testing Services

Dear Mr. Rominger:

In accordance your request, this proposal has been prepared to provide grading observation, special inspection, and materials testing services for the upcoming RTA Bus Maintenance Facility project in San Luis Obispo, California. We understand the project will start in summer of 2020 and be completed in 2021 with an approximate 83 week construction schedule.

We propose to provide observation and compaction testing during rough grading of the site; during utility trench, retaining wall, and foundation backfill; and following the completion of foundation excavations. We will also provide observation and testing during fine grading and completion of site finishes. We will provide laboratory tests associated with field testing, which will include soil maximum density versus moisture content, specific gravity, expansion index, sieve analysis, and theoretical maximum density of hot mix asphalt. We anticipate full time grading observation during the mass grading and trench backfill operations with periodic observation during fine grading.

We propose to inspect structural concrete, rebar placement, sample concrete, and pick up and test concrete compressive strength samples for foundations, walls, columns, and structural slabs. We have assumed concrete batch plant inspections will not be required. We have included time for an ACI Concrete Field Testing Technician for sampling of concrete at the concrete pump during the raised floor placements, as the inspector will be observing the concrete placement. We have assumed that the rebar will be accepted based upon mill certifications provided with each shipment. We have also assumed that cement tests will not be required, and cement will be accepted based on manufacturer's certifications. We have assumed concrete for miscellaneous site improvements (curb, gutter and sidewalks) will not be inspected or tested by this firm however, concrete for pavements will be sampled and tested. We have included pick-up and delivery of the concrete cylinders the day following the concrete placements and have assumed periodic pickups on Saturdays at overtime rates for Friday placements.



Based upon the project plans, continuous visual inspections of shop and field structural welding, including the stairs, are required and therefore included in this estimate. We have assumed that the steel will be fully identifiable during the shop inspections, therefore no sampling and testing of structural steel will be needed. We have included field inspection of light gauge steel studs, decking, and fireproofing, as well as the major structural elements. We have assumed tension control bolts will be used. The following estimate is based on fabrication of structural steel at a local shop (e.g. San Luis Obispo) as the location is unknown at this time. Ultrasonic and magnetic particle testing of welds will be subcontracted. We have included fees for laboratory testing of the fireproofing and field torque testing of high strength bolts and pull testing of ceiling wires.

Periodic masonry inspection will be provided for the masonry walls. We will also sample and test the masonry mortar, grout, and masonry prisms. We have assumed rebar will be accepted based upon mill certifications provided with each shipment.

### FEES

<b>Grading Observation and Testing</b>			
Staff	Hours	Rate	Total
Field Technician - 2020	800	\$90.00	\$72,000.00
Field Technician - 2021	800	\$95.00	\$76,000.00
Associate Engineer - 2020	100	\$190.00	\$19,000.00
Associate Engineer - 2021	150	\$195.00	\$29,250.00
Project Manager - 2020	100	\$150.00	\$15,000.00
Project Manager - 2021	100	\$155.00	\$15,500.00
Trip Charge (Mileage)	140	\$7.50	\$1,050.00
Nuclear Gauge Tests	500	\$10.00	\$5,000.00
Laboratory Tests	Number of Tests	Rate	Total
Maximum Density and Optimum Moisture	16	\$250.00	\$4,000.00
Expansion Index Test	2	\$190.00	\$380.00
Sieve Analysis	6	\$150.00	\$900.00
Specific Gravity, Soil	4	\$140.00	\$560.00
Specific Gravity, Theoretical Maximum, Rice Method	2	\$130.00	\$260.00
<b>Concrete Special Inspection</b>			
Staff	Hours	Rate	Total
Special Inspector - 2020	150	\$95.00	\$14,250.00
Special Inspector - 2021	200	\$100.00	\$20,000.00



Staff	Hours	Rate	Total
Field Technician - 2020	20	\$90.00	\$1,800.00
Field Technician - 2021	120	\$95.00	\$11,400.00
Field Tech – Overtime	20	\$135.00	\$2,700.00
Project Manager - 2020	20	\$150.00	\$3,000.00
Project Manger - 2021	40	\$155.00	\$6,200.00
Trip Charge (Mileage)	90	\$7.50	\$675.00
Laboratory Tests	Number of Tests	Rate	Total
Concrete Compression Tests	250	\$40.00	\$10,000.00
Concrete Shrinkage Tests	4	\$350.00	\$1,400.00
<b>Masonry Special Inspection</b>			
Staff	Hours	Rate	Total
Special Inspector - 2020	0	\$95.00	\$0.00
Special Inspector - 2021	240	\$90.00	\$21,600.00
Project Manager - 2020	0	\$150.00	\$0.00
Project Manger - 2021	20	\$155.00	\$3,100.00
Trip Charge (Mileage)	40	\$7.50	\$300.00
Laboratory Tests	Number of Tests	Rate	Total
Grout Compression Tests	20	\$40.00	\$800.00
Mortar Compression Tests	32	\$40.00	\$1,280.00
Block Compression Tests	12	\$40.00	\$480.00
Prisms Compression Tests	8	\$140.00	\$1,120.00
<b>Structural Steel Special Inspection</b>			
Staff	Hours	Rate	Total
Shop Special Inspector - 2020	120	\$95.00	\$11,400.00
Shop Special Inspector - 2021	240	\$100.00	\$24,000.00
Field Special Inspector - 2020	80	\$90.00	\$7,200.00
Field Special Inspector - 2021	360	\$95.00	\$34,200.00
NDT Inspector - 2020	80	\$225.00	\$18,000.00
NDT Inspector - 2021	36	\$235.00	\$8,460.00
Project Manager - 2020	40	\$150.00	\$6,000.00
Project Manger - 2021	80	\$155.00	\$12,400.00





Staff	Hours	Rate	Total
Trip Charge (Mileage)	180	\$7.50	\$1,350.00
Laboratory Tests	Number of Tests	Rate	Total
High Strength Grout	16	\$40.00	\$640.00
Fireproofing Density	16	\$40.00	\$640.00
Fireproofing Adhesion	16	\$40.00	\$640.00
<b>Estimated Total</b>			<b>\$463,985.00</b>

### CONDITIONS

Our technicians and inspectors will attempt, wherever reasonable, to combine inspections or test multiple areas during site visits, in order to keep the final bill as low as practicable. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual services performed, and may be greater or less than the estimated amounts.

This estimate is based on services provided during normal working hours (Monday through Friday, 0700 to 1700), unless specifically noted. Services provided between 1700 and 0700 Monday through Friday, and all day Saturday, will be subject to an overtime charge of 1.5 times the stated rate. Services provided on Sundays and Holidays, will be subject to an overtime charge 2.0 times the stated rate. If the structural steel is fabricated outside San Luis Obispo, but not at an approved fabricator, additional travel, subsistence and inspection costs may be incurred. Based upon our current work load, we anticipate that the lead engineer for this project will be Robert Down, PE 70206.

The Client or Client's agent is to supply the latest plans and specifications, and notify us of any changes pertinent to the performance of testing and observations. The Client or Client's agent is responsible for contacting this firm when testing services are required. Earth Systems Pacific will test or inspect at locations deemed appropriate to provide the Client with information regarding the acceptability of the tested areas. Previously failed areas may be retested or reinspected after rework, if required. Charges for retests or reinspections due to failing results, or when tests or inspections are requested but the contractor is not ready are also not included in the estimate and will be billed at fee schedule rates. Earth Systems Pacific shall not be responsible for backcharging contractors for retests or re-inspections.

If the client finds the proposed scope of work, terms, and fees satisfactory, the return of the attached change order, indicating the legal entity that will be our client and signed and dated by





the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

We thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,

Earth Systems Pacific

Robert Down, PE 70206  
Executive Vice President

Sydney Johnson  
Project Manager

Attachments: Work Order  
Terms

Doc. No.: SLO-1912-006.PRP/cr



## WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

**Date:** December 3, 2019 **Doc. Number:** SLO-1912-006.PRP

**Name of Project:** RTA BUS MAINTENANCE FACILITY

**Order Received by:** Sydney Johnson

**Client Name:** Kitchell CEM

**Client Address:** 1540 Marsh Street, San Luis Obispo, CA 93401

**Location of Project:** 253 Elks Lane, San Luis Obispo, California 93401

**Scope of Services:** Per Proposal dated December 3, 2019

**Fees to be Charged:** Per Proposal dated December 3, 2019\*

I have read and agree to all terms of this document,  
including the attached terms for services (2/2015).  
**AGREED TO AND ACCEPTED:**

Earth Systems Pacific

Robert Down, PE 70206  
Executive Vice President

12/3/19  
Date

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

PLEASE RETURN A SIGNED COPY  
TO EARTH SYSTEMS PACIFIC

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* The fees quoted are predicated upon our understanding that none of our services are subject to California or Federal Prevailing Wage Law. In the event that it is determined or alleged that Prevailing Wage Law applies to any aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

**January 2020 Fee Schedule**

## TERMS FOR SERVICES

**1. INVESTIGATION, MONITORING & INSPECTION** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

**2. SITE ACCESS & UTILITIES** Client has sole responsibility for securing site access and locating utilities.

**3. BILLING AND PAYMENT** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

**4. OWNERSHIP OF DOCUMENTS** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

**5. TERMINATION** This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

**6. RISK ALLOCATION** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

**7. HAZARDOUS MATERIALS** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

**8. THIRD PARTIES AND ASSIGNMENT** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

**9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION** The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



## Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	<b>Earth Systems Pacific</b>
PWC Registration No.	<b>1000003643</b>
Earth Systems Project No.	

### **PUBLIC WORKS PROJECT REGISTRATION INFORMATION:**

<b>CLIENT'S PROJECT NAME</b>	
<b>DIR PROJECT ID (PWC-100)</b>	
<b>APPLICABLE BID ADVERTISEMENT DATE</b>	
<b>CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION</b>	Name: E-mail: Phone No.:
<b>LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?</b>	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

### **CLIENT'S BILLING REQUIREMENTS:**

<b>PURCHASE ORDER NO.</b> (if applicable)	
<b>ADDITIONAL INFORMATION REQUIRED ON INVOICES</b>	
<b>SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES</b> (please attach example)	
<b>ACCOUNTS PAYABLE CONTACT INFORMATION</b>	Name: E-mail: Phone No.:
<b>INVOICE DELIVERY METHOD</b>	E-mail:  Mailing Address:
<b>Date</b>	



**Rincon Consultants, Inc.**

1530 Monterey Street, Suite D  
San Luis Obispo, California 93401

805 547 0900 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

December 13, 2019  
Project No: 19-08983

Mr. Tully Wyatt  
Kitchell CEM  
2450 Venture Oaks Way, Suite 500  
Sacramento, CA 95833  
Via email: [twyatt@kitchell.com](mailto:twyatt@kitchell.com)

**Subject: Proposal for Biological, Archaeological, and Native American Services for the San Luis Obispo Regional Transit Authority Bus Maintenance Facility Project, San Luis Obispo, California**

Dear Mr. Wyatt:

Rincon Consultants, Inc. (Rincon) is pleased to provide this scope of work and cost estimate to provide biological, archaeological, and Native American services for Kitchell CEM (Kitchell) for the San Luis Obispo Regional Transit Authority Bus Maintenance Facility Project (project) located in the City of San Luis Obispo (City), California. The project site is located at 253 Elks Lane in San Luis Obispo, California. It is situated within the southern portion of the city, directly east of US 101. The area has been intensely developed since the mid-1950s.

According to the Initial Study – Mitigated Negative Declaration (IS-MND) approved by the City, an extended Phase I study (XPI) is required before construction (Mitigation Measure [MM] CUL-1). In the initial discussion of this project, it was unclear whether an XPI had been conducted; therefore, Rincon is proposing to complete the XPI as an optional task in the event an XPI has not yet been completed. In addition, archaeological and Native American monitoring are required by the IS-MND for earthwork activities associated with the project (MMs CUL-2 and TCR-1), as well as a pre-construction nesting bird survey (MM BIO-1) and Invasive Plant Species Training (MM BIO-2).

## Scope of Work

Pursuant to the applicable regulations and the Mitigation Monitoring and Reporting Program (MMRP) associated with the IS-MND, this scope of work includes the following tasks:

### Optional Task 1 Extended Phase I

#### *Subtask 1.1 Preparation of Extended Phase I Work Plan*

Upon authorization of this proposal, Rincon will prepare an XPI work plan. The work plan will include a discussion of the goals of the study, methods to be employed, and factors that determined the scope. Rincon assumes this plan will be submitted electronically and approved with a single round of comments from Kitchell and/or the City.



### *Subtask 1.2 XPI Fieldwork*

This work effort will be conducted under the direction of Rincon Principal/Senior Archaeologist Christopher Duran, MA, RPA, who meets the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology. Under Mr. Duran's direction, two Rincon archaeologists will excavate a series of shovel test pits (STPs) or hand-augured units (HAUs) to assess the presence or absence of any archaeological deposit(s) within the project site. Rincon estimates that up to 50 STPs and/or HAUs will be completed to determine the presence or absence of cultural resources within the project site. All excavation locations will be recorded using a submeter-accuracy handheld GPS unit (Trimble) and documented in both notes and photographs. It is assumed that no intact archaeological deposits will be discovered during XPI investigations. If archaeological materials are uncovered during testing, Rincon will immediately notify Kitchell. Any artifacts identified during the XPI will be reburied within the units from which they originated.

Because of the presence of a previously recorded prehistoric isolate (P-40-038212) as well as two previously recorded archaeological sites (CA-SLO-1406 and CA-SLO-1449H) near the project site, Rincon will retain a local Native American monitor to observe the fieldwork associated with the XPI. For the purposes of this scope and cost estimate, we have assumed that the Native American monitor will be retained for a rate of \$80 per hour.

### *Subtask 1.3 Preparation of Technical Report*

Rincon will prepare a technical report to document the findings of the XPI investigation. The report will include a discussion regarding the findings of the study and all appropriate maps, figures, photographs, and tables. Should an archaeological deposit be identified, the report will include management recommendations to address potential impacts to the site from the project.

## Task 2 Preconstruction Meeting

Rincon will attend a preconstruction/kick off meeting for the project at. The project Archaeologist and Native American monitor will both be in attendance.

## Task 3 Archaeological Monitoring Plan (AMP)

Prior to the start of ground-disturbing activities, Rincon will prepare an Archaeological Monitoring Plan (AMP). The AMP will describe how archaeological and Native American monitoring will be performed, and outline discovery notification procedures in the event of unanticipated discoveries. The AMP will also include a construction schedule. It is assumed one round of comments from the City and/or Kitchell will suffice for the AMP.

## Task 4 Archaeological Monitoring

Rincon will provide up to 120, 8-hour days of archaeological monitoring for the project. As currently scheduled, the monitoring will occur between March 2020 and December 2021, but is subject to change. One (1) archaeological monitor will be present during all ground-disturbing activities. The archaeological monitor will inspect excavated areas, including excavation, graded surfaces, and spoils piles. Field work will be conducted in accordance with project safety requirements.

The archaeological monitor will prepare daily monitoring logs that include a description of construction activities, hours billed, and soil parameters (color, grain size, sediments, etc.). In the event cultural



materials are identified they will be noted in the logs and Rincon will immediately contact Kitchell and the City. Rincon will request a change order to fully document the find

For the purposes of this scope of work and cost estimate, Rincon assumes that no archaeological or Native American resources will be encountered that require collection, analysis, and/or curation. In the event of a discovery, the procedures outlined in the AMP will be followed. A cost amendment will be required to evaluate the significance of any resource discoveries and to prepare the necessary documentation.

## Task 5 Native American Monitoring

Rincon will provide up to 120, 8-hour days of Native American monitoring for the project. One (1) Native American monitor will be present during all ground-disturbing activities. The Native American monitor will inspect excavated areas, including excavation, graded surfaces, and spoils piles. All field work will be conducted in accordance with project safety requirements.

The Native American monitor will prepare daily monitoring logs that include a description of construction activities, hours billed, and cultural materials identified, if any. The monitoring logs will be reviewed as necessary by a Rincon senior archaeologist and filed within Rincon's San Luis Obispo office.

## Task 6 Archaeological Monitoring Technical Memorandum

Upon completion of the project, Rincon will prepare an Archaeological Monitoring Technical Memorandum, prepared in accordance with the Historical Resources Guidelines and Appendices. The Archaeological Monitoring Technical Memorandum will describe the results, analysis, and conclusions of the implemented AMP. The memorandum will be submitted to Kitchell for review and approval within 90 days following the completion of monitoring. Rincon will respond to one round of comments on the draft Archaeological Monitoring Technical Memorandum. A copy of the final version of the memorandum will be submitted within 90 days of approval of the draft memorandum.

## Task 7 – Nesting Bird Survey (Mitigation Measure BIO-1)

To comply with MM BIO-1 (IS-MND) a Rincon biologist will conduct a nesting bird survey no more than one week prior to initial ground disturbance and vegetation removal activities. The nesting bird survey will entail an assessment of all potentially suitable nesting habitats within the project site plus a 300-foot buffer. Areas within 300 feet of the project site where access is not granted will be surveyed using binoculars. We will identify any avian species present and determine if such species are nesting within the work area(s), or immediately adjacent to work area(s).

The results of the nesting bird survey will be summarized in a letter report, within which we will assess the status of nesting activity onsite, identify any species currently utilizing nests, and determine if the species are protected under the Migratory Bird Treaty Act and/or California Fish and Game Code. We assume the letter report will be submitted in electronic format (PDF or similar).

For the purposes of this proposal we assume no active nests will occur. If active nests are present, Rincon could provide nest monitoring and associated coordination under a separate scope of work based on the species nesting and conditions at the time of discovery.





Our cost for this task assumes the project area and buffer can be surveyed by one (1) biologist over (1) one full (eight-hour) day. Based on the MM BIO-1 the survey will be conducted for not more than one week prior to construction activities. In order to fulfill the project measure, if initiation of construction activities does not occur within one week after completion of the survey, an additional survey will be required. The costs associated with any subsequent surveys would be conducted for an additional fee

## Task 8 - Invasive Plant Species Training (Mitigation Measure BIO-2)

A Rincon biologist will provide invasive plant prevention training at a pre-project tailgate session immediately prior to project activities. The training session will be administered to all workers involved with the activities. The training will provide an appropriate identification/instruction guide, a list of target invasive plant species for the area, and a list of measures for early detection and eradication.

Our cost assumes a single training session would be necessary to train all members of the crew. The cost includes staff time for the preparation of training materials, administration of the training, and travel to and from the site. Our cost assumes the contractor will be responsible for identifying and establishing specific areas for cleaning of tools, vehicles, equipment, clothing, footwear, and any other gear to be used. We also assume that implementation of invasive weed prevention and eradication protocols as well as hydro-seeding as described in MM BIO-2 will be the responsibility of the construction contractor.

## Task 9 Project Management and Coordination

Rincon's Project Archaeologist will be available for the duration of the project and will be available to answer questions and provide clarifications on an as-needed basis to ensure expediency towards fulfilling project requirements. Project management will include regular telephone and e-mail communications with Kitchell and the City. Rincon will also provide consistent control of program costs, schedule, staffing, and deliverables under this task.

## Assumptions

- Services proposed are designed to comply with the California Environmental Quality Act (CEQA), City guidelines, and the MMRP for the project.
- STPs/HAUs will be excavated to a maximum depth of 50 centimeters below ground surface (cmbs) or two sterile levels.
- No intact archaeological deposits will be discovered during XPI investigations.
- The City of San Luis Obispo is the lead agency.
- Ground-disturbing activities associated with the project will occur for a duration of 120 days, and an archaeological monitor and Native American monitor, will be needed for up to 8 hours per working day.
- No archaeological or tribal cultural resources will be discovered during monitoring and the current scope of work and cost estimate does not include laboratory preparation, analysis, identification, cataloging, and curation of any archaeological or Native American resources discovered during monitoring.
- One round of comments from the City and/or Kitchell will be will suffice for the AMP.
- Two rounds of consolidated comments from the City will be addressed on the draft Archaeological Monitoring Technical Memorandum.





- *All deliverables will be presented electronically, and no hard copy will be necessary.*
- Archaeological monitoring memorandum costs are based on negative findings.
- The hourly rate for the Native American monitor will not exceed \$90.

## COST AND SCHEDULE

Rincon's proposed budget for the above work program is not-to-exceed **\$268,870**, as shown in Table 1 which includes the Optional Task 1. The total cost without Optional Task 1 is **\$242,965**. Rincon proposes this budget on a time and materials basis; if monitoring is completed in less than 120 days only those days used will be billed. Four (4) hours will be charged per monitor for any day a monitor is on site for less than 4 hours or if work is cancelled without 24 hours' notice. Rincon requests at least 48 hours' notice from Kitchell for work requiring archaeological and Native American monitoring.

**Table 1 Cost Estimate**

Task	Estimate
Optional Task 1: Extended Phase I	\$25,905
Task 2: Preconstruction Meeting	\$2,330
Task 3: Archaeological Monitoring Plan (AMP)	\$2,775
Task 4: Archaeological Monitoring	\$129,850
Task 5: Native American Monitoring	\$87,000
Task 6: Archaeological Monitoring Technical Memorandum	\$1,775
Task 7: Nesting Bird survey	\$1,480
Task 8: Invasive Plant Species Training	\$1,155
Task 9: Project Management and Coordination	\$16,600
<b>Total with Optional Task</b>	<b>\$268,870</b>
<b>Total without Optional Task</b>	<b>\$242,965</b>

We are prepared to begin this assignment immediately upon written authorization through a mutually acceptable contract. Upon Notice to Proceed (NTP), Rincon will submit an initiation payment of 25 percent (\$67,200) of the not-to-exceed amount. The initiation payment is intended to assist with initial project costs. Rincon will submit the archaeological plan to Kitchell within two (2) weeks of receiving the notice to proceed.

Thank you for your consideration of Rincon Consultants for this project. We look forward to the opportunity to work with you and would welcome an opportunity to discuss the details of this proposal at your convenience.



Sincerely,  
**Rincon Consultants, Inc.**

A handwritten signature in black ink, appearing to read "C. Duran", written in a fluid, cursive style.

Christopher A. Duran, MA, RPA  
Principal/Senior Archaeologist

A handwritten signature in black ink, appearing to read "Michael Tom", written in a cursive style.

Michael Tom, MS  
Senior Biologist

A handwritten signature in blue ink, appearing to read "Colby Boggs", written in a cursive style.

Colby Boggs, MS  
Principal/Senior Ecologist



December 17, 2019

Tully Wyatt, LEED(r) AP, DBIA  
Senior Project Manager  
Kitchell CEM

*Sent via email to: [twyatt@kitchell.com](mailto:twyatt@kitchell.com)*

**RE: Environmental and Archaeological Services for the San Luis Obispo Regional Transit Authority Maintenance Facility Project, 253 Elks Lane, San Luis Obispo, California**

Dear Mr. Wyatt,

Terra Verde Environmental Consulting, LLC (Terra Verde) is pleased to submit this scope of work and cost estimate to provide environmental and archaeological services for the San Luis Obispo Regional Transit Authority Maintenance Facility Project, 253 Elks Lane, San Luis Obispo, California. Applied Earthworks is proposing to conduct the archaeological monitoring, including a Native American monitor, as a subconsultant to Terra Verde. However, Kitchell may opt to hire Applied Earthworks directly to save the five percent markup that Terra Verde will apply if they are a subcontractor. Construction is assumed to take up to six months and will be conducted during normal business hours (five days per week, eight hours per day).

**Task 1 – Nesting Bird Surveys**

Due to the duration and timing of the planned construction, it is likely that the nesting bird season will not be able to be avoided. In compliance with mitigation measures BIO-1, a Terra Verde qualified biologist will conduct preconstruction nesting bird surveys for activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition. The survey will be conducted no more than one week prior to initiation of ground disturbance and vegetation removal to determine the presence/absence of nesting birds within the project site.



If nests are found within the noted buffers in BIO-1, Terra Verde will conduct the monitoring and reporting as detailed in the measure. For purposes of this scope and cost estimate, and due to the specific minimum hours of nest surveying required in the measure, we have assumed up to three active nests will be found, requiring three hours each for monitoring and reporting (two hours of observation, one hour for reporting and coordination with the contractor). Terra Verde biologists may use flagging, but any additional barrier flagging, or fencing will be installed by the contractor.

### **Task 2 – Invasive Plant Species**

Terra Verde will develop training materials to comply with BIO-2 regarding invasive plant species. Terra Verde staff will present the training to all staff and contractors prior to work beginning. As required in the measure, the training will include an identification guide, a list of target species, and a list of measures to prevent the spread of invasive plants.

Terra Verde staff will also work with the contractor prior to construction to identify appropriate areas for cleaning of tools, vehicles, equipment, clothing, footwear, and any other gear to be used on site. Terra Verde will also detail out the measures needed for cleaning prior to entering and before exiting the site to ensure no spread of invasive weeds.

Lastly, Terra Verde will assist with identifying a hydro-seed mix of locally native species to be applied upon completion of work in the area. Additionally, hydro-seeding will occur in areas where construction is ongoing, hydro-seeding and where no construction activities have occurred within six weeks of ground disturbance.

### **Task 3 – Archaeological and Native American Monitoring and Reporting**

Please see Applied Earthworks scope and cost attached. If Kitchell opts to utilize Applied Earthworks as a subcontractor to Terra Verde, we will be responsible for ensuring that the appropriate insurance is in place, including for any Native American monitors that may work on the project.

### **Deliverables**

This scope of work assumes memorandum style summaries of preconstruction activities and daily reports. It also assumes that little to no agency coordination will be needed.



The above scope of work will be conducted on a time and materials basis by Terra Verde Environmental Consulting, LLC for a not-to-exceed estimate of **\$279,000.00** and includes a 5% subconsultant markup. If Kitchell hires Applied Earthworks directly, then our not-to-exceed estimate is **\$2,000.00**.

Work beyond this scope and budget estimate will only be conducted once approved in writing by the owners. This scope of work does not include time to conduct specific protocol-level surveys for biological resources. If additional field work is necessary, a separate scope of work and cost estimate will be submitted, and no work will occur until approved in writing.

If you have any questions or need further information, please contact me at [blangle@terraverdeweb.com](mailto:blangle@terraverdeweb.com) or 805-896-5479.

Sincerely,

A handwritten signature in black ink that reads "Brooke Langle".

Brooke Langle  
Principal Biologist



**ATTACHMENT A –  
Applied Earthworks Scope of Work and Cost Estimate for Cultural Resources**

December 17, 2019

Brooke Langle  
Terra Verde Environmental Consulting  
3765 South Higuera Street, Suite 102  
San Luis Obispo, CA 93401  
blangle@terraverdeweb.com

RE: Cultural Resource Services for Regional Transit Authority Maintenance Facility, San Luis Obispo, California.

Dear Ms. Langle:

Per our recent discussion, Applied EarthWorks, Inc., (Æ) is pleased to provide the following scope of work and cost proposal for cultural resource services for the proposed Regional Transit Authority (RTA) Maintenance Facility Project at 253 Elks Lane, Assessor's Parcel Number (APN) 053-041-071. The RTA proposes to build a new maintenance facility on the parcel (Project). A Phase 1 survey of the 6.5-acre property (Rincon 2016) determined that a prehistoric isolate was identified in the Project area (P-40-038212) but could not be relocated during Rincon's pedestrian survey. Proximity to San Luis Obispo Creek and other recorded resources within a half mile of the Project area increase the archaeological sensitivity of the area. Therefore, Extended Phase 1 testing is required as mitigation per the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the RTA (Rincon 2017). Additional mitigation requires monitoring by a qualified archaeologist and Native American tribal representative during all ground disturbing activities. Per Section 4.50(C) of the City's (2009) Archaeological Resource Preservation Program Guidelines, prior to construction monitoring, a monitoring plan must be reviewed and approved by the City. That plan must outline monitoring procedures and methods for responding to archaeological discoveries. To meet these requirements, Æ proposes an Extended Phase 1 testing plan, a construction monitoring plan, and construction monitoring including an archaeologist and Native American tribal representative.

For this effort, each task is described below with the assumptions necessary to develop our estimated labor allocations. Æ designates Erin Enright (M.A., RPA 16575) as principal investigator, Simone Schinsing (M.A., RPA 28577763) as project manager and project archaeologist.

## SCOPE OF WORK

### Extended Phase 1 Testing:

**Prefield Preparation.** Æ does not plan on conducting additional background research at the Central Coast Information Center (CCIC), University of California Santa Barbara. This task has been completed by Rincon (Rincon 2016). Æ will need to receive the full contents of the search results from Rincon or the CCIC prior to fieldwork. We have allocated time for communication with the CCIC or Rincon and documentation review.

As Æ is tasked only with an archaeological study, we have not allocated time for review of accessor's information or to complete a history of the Project area and associated structures, or any historical archival research. We have allocated time to complete prefield tasks such as mobilization, hiring staff, and coordination with tribal representatives for monitoring. A dig alert will be conducted for the Project area prior to subsurface testing. We have not provided costs for meetings with the City or tribal representatives. If pre-field meetings are necessary, we can provide support on a time and materials basis with written confirmation.

**Fieldwork.** To assess the presence of subsurface cultural deposits, Æ will conduct an Extended Phase 1 effort. During this effort, Æ's team will excavate up to 30 shovel test probes (STP) distributed throughout the Project



area, in 20 to 40 meter spacing. All shovel test pits will be 50 centimeters in diameter and will be excavated in 20-centimeter levels to a maximum depth of 100 centimeters or two consecutive sterile levels. Excavated sediments will be screened through 1/8-inch hardware mesh. Any cultural materials observed during excavation will be counted, described, and returned to the unit from which they were recovered. Diagnostic and notable finds will be photographed. No cultural material will be collected.

The goal of this effort is to determine whether buried archaeological deposits are present, not to evaluate the nature or significance of any such deposits. No materials will be collected for curation; rather, all cultural material will be counted and described on standard field forms. Once excavation is complete any cultural material recovered will be re-deposited into the excavation units, and the units will be backfilled. Unit locations will be recorded with a global positioning system (GPS) receiver with submeter accuracy. Fieldwork will be documented by digital photography, and if appropriate, representative soil profiles will be photographed, sketched, and described.

Using a crew of four field technicians and a field supervisor, we anticipate fieldwork will take six days to complete. We have allocated funds for one Native American representative to be present for the duration of fieldwork at a billing rate of no more than \$1000.00 per day. Our estimate does not include costs to document intact archaeological materials, evaluate the significance of such deposits, provide for artifact removal or curation, or address findings of human remains. These costs cannot be estimated until the nature and extent of any discovery is known. If potentially intact archaeological remains are uncovered, and/or testing or Phase III mitigation is necessary, Æ will supply a separate estimate for addressing those out of scope tasks.

**Report Preparation.** Upon completion of fieldwork, Æ will compile our findings into a report that introduces the project and study objectives; describes the natural and cultural setting; details methods used during fieldwork; describes the results of fieldwork; and presents further resource management recommendations. If appropriate, site records and maps will be appended to the report. We have allocated time to produce the report, maps, and other necessary documentation. This time will be divided among the Project Archaeologist and other staff, with time for quality control by the Principal Investigator.

#### **Construction Monitoring Plan:**

Per Section 4.50(C) of the City's (2009) Archaeological Resource Preservation Program Guidelines, prior to construction monitoring, a monitoring plan must be reviewed and approved by the City. That plan must outline monitoring procedures and methods for responding to artifact discoveries. The monitoring plan will include an outline of monitoring procedures, circumstances that would result in work being halted at the Project, as well as procedures for handling of finds including human remains.

We have allocated time for our Project Manager and Staff Archaeologist to prepare the monitoring plan with assistance from the Principal Investigator and GIS Specialist.

#### **Construction Monitoring:**

Once construction begins, experienced archeological and Native American monitors will observe all initial ground disturbing activities. Monitoring will follow the guidelines and procedures contained in the monitoring plan. If potentially significant deposits are discovered, the archaeological monitor will inspect the find, make a preliminary assessment, and develop recommendations for further treatment, if necessary. Æ will confer with the City and Native American representatives, if appropriate, and will not proceed further without the City's authorization.

Based on discussions with Kitchell, we understand that monitoring is needed for a period of 6 months, 5 days a week, 8 hours a day. We understand that work will occur during daytime hours. We have allocated a total of 960 hours each for an archaeological and Native American monitor. We assume that Æ will be provided with a





minimum of 5 days' notice before construction and that no overtime or holiday work will be required. We assume that only one monitoring team (one archaeologist and one Native American monitor) will be necessary to oversee daily construction activities; if ground disturbance occurs in multiple locations simultaneously such that more than one monitoring team is necessary, a budget revision will be required.

Once archaeological monitoring is completed, Æ will draft a simple technical memo reporting on monitoring activities upon conclusion of construction. Any appropriate maps and figures will be attached to this document. However, if archaeological remains are encountered and further documentation, evaluation, or impact mitigation becomes necessary, additional time and funds may be required to prepare a more formal technical report.

## **COST ESTIMATE**

Based on the assumptions described above, our estimated cost to complete all tasks is **\$263,177.10**. We assume the work will be performed on a time and materials basis with monthly invoicing, with payment within 30 days of receipt of an acceptable invoice. Our cost estimate is valid for 90 days, thereafter, labor and billing rate adjustments may apply. Any substantial change in work conditions or requirements beyond Æ's control may necessitate revision in the work scope, level of effort, schedule, and/or budget proposed herein.

Please see the attached budget sheet for our costs and rates. If you have questions or need additional information, please do not hesitate to call me at 805-594-1590 x 316, or email [eenright@appliedearthwork.com](mailto:eenright@appliedearthwork.com)  
Sincerely,

Erin Enright, M.A. RPA  
Managing Principal/Principal Archaeologist  
Applied EarthWorks, Inc.

**This Page Left Intentionally Blank**

Labor	Task 1: PreField Preparation		Task 2: Testing		Task 3:Testing Report		Task 4: Monitoring Plan		Task 5: Monitoring		Task 6: Monitoring Report		Task 7: Report Finalization		Task 8: Project Management		Total	
	Hours	Rate	Hours	Price	Hours	Price	Hours	Price	Hours	Price	Hours	Price	Hours	Price	Hours	Price	Hours	Price
Principal Archaeologist	1	\$144.08	2	\$ 288.16	4	\$ 576.32	2	\$ 288.16	30	\$ 4,322.40	2	\$ 288.16	-	\$ -	4	\$ 576.32	45	\$ 6,483.60
Senior Archaeologist	2	\$ 182.42	6	\$ 547.26	8	\$ 729.68	4	\$ 364.84	120	\$ 10,945.20	4	\$ 364.84	-	\$ -	12	\$ 1,094.52	156	\$ 14,228.76
Associate Archaeologist	12	\$ 875.64	54	\$ 3,940.38	32	\$ 2,335.04		\$ -		\$ -		\$ -		\$ -		\$ -	98	\$ 7,151.06
GIS Technician (Associate)	4	\$ 283.36		-	6	\$ 425.04		\$ -		\$ -		\$ -		\$ -		\$ -	10	\$ 708.40
Staff Archaeologist		\$66.48	96	\$ 6,382.08		\$ -	24	\$ 1,595.52	960	\$ 63,820.80	16	\$ 1,063.68	-	\$ -		\$ -	1,096	\$ 72,862.08
GIS Technician (Staff)		\$59.94		\$ -		\$ -	4	\$ 239.76		\$ -		\$ -	-	\$ -		\$ -	4	\$ 239.76
Field Technician		\$56.65	96	\$ 5,438.40		\$ -		\$ -		\$ -		\$ -	-	\$ -		\$ -	96	\$ 5,438.40
Editor/Documents Production	1	\$ 54.72		\$ -	6	\$ 328.32	4	\$ 218.88	60	\$ 3,283.20	2	\$ 109.44		\$ -		\$ -	79	\$ 4,322.88
TOTAL LABOR	20	\$ 1,540.22	254	\$ 16,596.28	56	\$ 4,394.40	38	\$ 2,707.16	1,170	\$ 82,371.60	24	\$ 1,826.12	6	\$ 328.32	16	\$ 1,670.84	1,584	\$ 111,434.94
Other Direct Costs																		
Fuel		\$33.00	6	\$ 198.00		\$ -		\$ -	120	\$ 3,960.00		\$ -		\$ -		\$ -	126	\$ 4,158.00
Mileage		\$0.58 mile	12	\$ 6.96		\$ -		\$ -	40	\$ 23.20		\$ -		\$ -		\$ -	52	\$ 30.16
Portable Toilet		\$44.00	6	\$ 264.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 264.00
Rental Vehicle (Monthly)		\$1,320.00		\$ -		\$ -		\$ -	6	\$ 7,920.00		\$ -		\$ -		\$ -	6	\$ 7,920.00
Rental Vehicle (Daily)		\$110.00	6	\$ 660.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 660.00
Reproduction		\$110.00		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 110.00		\$ -	1	\$ 110.00
PROJECT EXPENSE COST + APPLICABLE FEE	0	\$ 0.00	30	\$ 1,128.96	0	\$ 0.00	0	\$ 0.00	166	\$ 11,903.20	0	\$ 0.00	1	\$ 110.00	0	\$ 0.00	197	\$ 13,142.16
Consultant																		
Native American Monitor - Chumash		\$1,100.00		\$ -		\$ -		\$ -	120	\$ 132,000.00		\$ -		\$ -		\$ -	126	\$ 138,600.00
CONSULTANT	0	\$ 0.00	6	\$ 6,600.00	0	\$ 0.00	0	\$ 0.00	120	\$ 132,000.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00	126	\$ 138,600.00
TOTAL LABOR & OTHER DIRECT COSTS																		
Total Hours Worked	20	\$ 1,540.22	254	\$ 24,325.24	56	\$ 4,394.40	38	\$ 2,707.16	1,170	\$ 226,274.80	24	\$ 1,826.12	6	\$ 438.32	16	\$ 1,670.84	1,584	\$ 263,177.10
Total Price		\$263,177.10																

**This Page Left Intentionally Blank**

**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**BOARD MEETING MINUTES OF OCTOBER 2, 2019**  
**C-1**

**BOARD MEMBERS PRESENT:**

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO  
JOHN HEADDING, CITY OF MORRO BAY  
JEFF LEE, CITY OF GROVER BEACH (arrived during Item A-1)  
JIMMY PAULDING, CITY OF ARROYO GRANDE  
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (Vice President)  
ANDY PEASE, CITY OF SAN LUIS OBISPO  
HEATHER MORENO, CITY OF ATASCADERO  
FRED STRONG, CITY OF PASO ROBLES (President)  
ED WAAGE, CITY OF PISMO BEACH  
DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO

**BOARD MEMBERS ABSENT: NONE**

**STAFF PRESENT:**

GEOFF STRAW, EXECUTIVE DIRECTOR  
NINA NEGRANTI, SAN LUIS OBISPO COUNTY COUNSEL  
CHELSEA SPERAKOS, ADMINISTRATIVE ASSISTANT

**CALL TO ORDER AND ROLL CALL:**

**President Fred Strong** called the meeting to order at 11:21 AM and roll call was taken. A quorum was present.

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**President Strong** opened to public comment and seeing no requests, closed public comment.

**A. INFORMATION AGENDA**

**A-1 Bus Roadeo at RTA Facility October 13<sup>th</sup> (Information)**

**Mr. Geoff Straw** stated that the next Bus Roadeo will be on October 13<sup>th</sup> at 10 AM, which is an event in partnership with union. The Employee of the Quarter will be on October 31<sup>st</sup>. The TIFIA grant application made it into loan underwriting and staff expects more news on the approval process.

**B. ACTION AGENDA**

There was no action agenda at this time.

**C. CONSENT AGENDA:** (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the RTA or public wishes an item be removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

**C-1 Agreement with Fluidium for Fixed-Route On-Bus Wi-Fi Services (Approve)**

**C-2 Amendment to Agreement with Stantec Design (Approve)**

**C-3 Request Authorization to Join County Pension Trust (Approve)**

**C-4 Agreement for Shared Use of Paso Robles Restroom Facility (Approve)**

**C-5 Contract Extension with CPS HR Consulting (Approve)**

**Ms. Nina Negranti** stated item C-3 will be brought back to the Board next month for a full presentation by staff.

**Vice President John Peschong** made a motion to approve the consent agenda items C-1 through C-5, and **Mr. Ed Waage** seconded the motion. A roll call vote was taken with the following Board members voting in favor of the motion: **Vice President Peschong, Mr. Waage, Ms. Debbie Arnold, Ms. Lynn Compton, Mr. Bruce Gibson, Mr. Adam Hill, Mr. Robert Davis, Mr. Jeff Lee, Ms. Heather Moreno, Mr. Jimmy Paulding, Ms. Andy Pease, and President Strong.** There were no opposing votes and motion passed unanimously.

**D. CLOSED SESSION:** – CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

There was no closed session at this time.

**E. BOARD MEMBER COMMENTS**

**Ms. Debbie Arnold** stated that she met with Build America and TIFIA on September 12<sup>th</sup> and was able to advocate for RTA's grant request.

The board meeting was adjourned at 11:26 AM.

Next regularly-scheduled RTA Board meeting on November 6, 2019

Respectfully Submitted,

Acknowledged by,

---

Chelsea Sperakos  
Administrative Assistant

---

Fred Strong  
RTA President 2019

**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**BOARD MEETING MINUTES OF NOVEMBER 6, 2019**  
**C-2**

**BOARD MEMBERS PRESENT:**

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO  
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO  
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (Vice President)  
JOHN HEADDING, CITY OF MORRO BAY  
JEFF LEE, CITY OF GROVER BEACH  
JIMMY PAULDING, CITY OF ARROYO GRANDE  
ANDY PEASE, CITY OF SAN LUIS OBISPO  
HEATHER MORENO, CITY OF ATASCADERO  
FRED STRONG, CITY OF PASO ROBLES (President)  
ED WAAGE, CITY OF PISMO BEACH

**BOARD MEMBERS ABSENT: NONE**

**STAFF PRESENT:**

GEOFF STRAW, EXECUTIVE DIRECTOR  
NINA NEGRANTI, SAN LUIS OBISPO COUNTY COUNSEL  
CHELSEA SPERAKOS, ADMINISTRATIVE ASSISTANT  
DAVID ROESSLER, MAINTENANCE MANAGER  
MELISSA MUDGETT, GRANTS MANAGER  
OMAR MCPHERSON, OPERATIONS MANAGER  
MARY GARDNER, MARKETING MANAGER  
TANIA ARNOLD, CFO & DEPUTY DIRECTOR

**CALL TO ORDER AND ROLL CALL:**

**President Fred Strong** called the meeting to order at 8:30 AM and roll call was taken. A quorum was present.

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**President Strong** opened to public comment and public comment was taken.

**A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL:** It is the intention of the Board to meet in closed session concerning the following items:  
Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

The board went into closed session at 8:35 AM and returned at 9:06 AM. **Ms. Nina Negranti** stated there was no reportable action from the closed session.

**B. INFORMATION AGENDA**

**B-1 Executive Director's Report (Receive and File)**

**Mr. Straw** stated the Employee of the Quarter luncheon was held on October 31<sup>st</sup>, naming Jose Flores as the Employee of the Quarter. He started as a Utility Worker in 2014 and started a Maintenance Apprentice position 2017. Jose has competed in the bus rodeo and won three years in a row; he also competed and placed at the state and national levels. The RTA is struggling to get a sufficient number of drivers, advertising on cable, and may potentially advertise on the radio. There was a test of a hydrogen fuel cell electric bus but it failed on the Cuesta Grade, which makes it not a feasible option for Route 9. The data collected so far suggests that battery electric buses are the best option for the agency.

**Mr. Straw** showed a video from CAPSLO Adult Day Center in Paso Robles that demonstrated the program's partnership with RTA. The program helps disabled seniors engage in activities outside of their home, with the help of the RTA for transportation. Five working papers for the SoCo Transit and Dial-a-Ride joint Short Range Transit Plan (SRTP) are posted on the RTA website. There will be public meetings on January 15th and a public hearing on January 22nd at the SoCo Transit Board meeting. The bus maintenance facility project has been submitted to SLO Community Development Department for expedited plan review. The review schedule is due from SLO City in mid-November. The agency will seek full entitlement by mid-January 2020. RTA is expected to begin the construction bid process in March 2020. RTA received three proposals for Construction Management services and will conduct interviews on November 11<sup>th</sup>.

The Elks Lane realignment poses a new challenge in the southwest corner by the Sunset Drive-In Theater property. The project managers are considering the 'knuckle' intersection option versus the "T" intersection. The roadway near Homeless Services Center is not yet designed/funded. The final cost estimate for the bus maintenance facility is \$24.4 million. This includes bid option for the photovoltaic panels on the bus parking canopy for e-bus charging. Staff will use this estimate for TIFIA and other funding options. Mr. Straw and Ms. Tania Arnold are presenting the project in Washington, DC to the TIFIA program team. This engineer's cost estimate and the Electrification Readiness Plan helped define the cost of battery electric bus infrastructure. The RTA has submitted the second round AB-617 grant application to SLO APCD.

The administration staff attended the 4th Annual Central Coast Transit Summit in Monterey which included the transit agencies of RTA, Santa Cruz, Monterey, and San Benito. The completed FTA Triennial Review had 3 minor findings out of 300 review items. One has been addressed, one is in process of being addressed, and resolution of the final item will be brought to the Board for review by April 2020. RTA is preparing for the TDA Triennial Audit on December 18th & 19<sup>th</sup>. Human resources consultant (CPS) reviewed our policies and procedures; a report will be forthcoming. The ticket vending machine is installed in the SLO County Public Works foyer. It is easy to access, and takes credit cards and cash for RTA and SLO Transit passes.



First quarter ridership results have shown a fixed-route 0.5% increase and a Runabout 4.2% increase. The first Quarter operating costs are at 22.4% spent of FY19-20 budget; administrative costs are well below budget, and service delivery costs are slightly above budget. The farebox recovery ratio for fixed-route is 20.3% and Runabout is 4.7%. The year-to-date subsidy per passenger is Fixed-Route \$5.98 and Runabout \$75.72. (Note: this does not include the information related to the Runabout trips provided at no charge on fixed route)

**President Strong** inquired about installing ticket vending machines at other locations.

**Mr. Straw** noted that it is a \$60,000 machine and is being launched in partnership with SLO County to encourage less money handling. We need to be discreet and analytical on how we implement.

B-2 Report on Transfer of Retirement Plan (Administrative, Management and Confidential Employees) from CalPERS to County Pension Trust (Receive and File)

**Mr. Straw** noted that RTA became a contracting agency in 1994, and when services were brought in house in 2009, the CALPERS problem was not correctly addressed. CalPERS has a significant unfunded liability as of 2018, and **Mr. Pete Rodgers** has served as liaison as **Mr. Straw** is an affected employee.

**Mr. Rogers** noted that the mistakes made in the retirement policy were not the responsibility of legal counsel, current RTA manager, or the board. There is a price tag for shifting out of CalPERS and outside legal counsel will be meeting with RTA employees today. SLO County Pension Trust will meet to consider allowing the RTA to join the program. CalPERS has offered 3-4 year buy out period. The buyout is currently estimated at \$4.1 million; and the draft plan to address funding the buyout was reviewed.

Public comment:

**President Strong** opened the item to public comment and public comment was taken.

**C. ACTION AGENDA**

C-1 Fiscal Year 2019-20 Capital Budget Amendment (Approve)

**Ms. Tania Arnold** noted that the capital budget amendment is to carryover items from previous fiscal year. There are nine projects being carried over including bus maintenance facility design and engineering. The amendment does not require additional funds.

**Ms. Heather Moreno** made a motion to approve the agenda item C-1, and **Mr. Bruce Gibson** seconded the motion. A roll call vote was taken with the following Board members voting in favor of the motion: **Ms. Moreno, Mr. Gibson, Ms. Debbie Arnold, Ms. Lynn Compton, Mr. Adam Hill, Vice President John Peschong, Mr. John Headding, Mr. Jeff Lee, Ms. Heather Moreno, Mr. Jimmy Paulding, Ms. Andy Pease, Mr. Ed Waage, and President Strong.** There were no opposing votes and motion passed unanimously.

C-2 Equal Employment Opportunity Plan Update (Approve)

**Ms. Arnold** noted that RTA is updating the current Equal Employment Opportunity Plan from an abbreviated plan to a full plan based on the employee head count exceeding one hundred. It was noted that the additional items in the full plan are employment goals and timetables. **Ms. Arnold** noted that staff reviewed the plan with FTA when they were on site for our FTA Triennial Review in October. The plan is updated every three years.

**Ms. Pease** made a motion to approve the agenda item C-2, and **Mr. Waage** seconded the motion. A roll call vote was taken with the following Board members voting in favor of the motion: **Ms. Pease, Mr. Waage, Ms. Moreno, Mr. Gibson, Ms. Debbie Arnold, Ms. Compton, Mr. Hill, Vice President Peschong, Mr. Headding, Mr. Lee, Mr. Paulding, and President Strong**. There were no opposing votes and motion passed unanimously.

C-3 Agreement for Construction Services – RTA Downtown Transit Center (Approve)

**Mr. Straw** stated that the bus stop current transit center is aging with rust and is too small for current ridership. Staff developed a plan with SLO County in 2017 and contracted with Wallace Group for design. Since that time, construction costs have gone up. Staff received two bids for construction which are \$75,000 over budget for the project, with a timeline of six weeks needed, but could be up to twelve weeks. Staff could cease the project but it comes at a cost because materials have been purchased. Staff could also continue with construction and use of \$75,000 in contingency budget to negotiate and execute construction and moving grant funds to this project.

**Ms. Pease** asked about the construction management fee compared to construction cost; the bid seems very high and asked staff to review the timeline and reduce the cost by considering other engineers.

**Mr. Straw** noted that the six-week outer window could potentially reduce the cost by \$23,000 and staff has to rely on outside help for the cost estimate, and acknowledged the high percentage and staffs ongoing negotiations to get it as low as possible.

**Mr. Lee** noted that RTA doesn't have direct involvement as they don't have a public works department and supported staff's continuing negotiations.

**President Strong** asked if other projects are jeopardized by shifting of funds.

**Mr. Straw** noted the bus stop improvement funds have been compiled for this, and no other projects would be delayed.

Public comment:

**President Strong** opened the item to public comment and public comment was taken.

**Ms. Pease** voiced her support for moving forward but would like to modify the staff recommendation to 3-10% of construction cost for construction management, removing "Wallace Group" from the item to allow RTA to contract with other construction management if needed.

**President Strong** stated that there could be a motion with **Ms. Pease's** requested amendments.

**Ms. Pease** made a motion to approve the agenda item C-3 with the amended language, and **Mr. Hill** seconded the motion. A roll call vote was taken with the following Board members voting in favor of the motion: **Ms. Pease, Mr. Hill, Ms. Moreno, Mr. Gibson, Ms. Debbie Arnold, Ms. Compton, Vice President Peschong, Mr. Headding, Mr. Lee, Mr. Paulding, Mr. Waage, and President Strong**. There were no opposing votes and motion passed unanimously.

**D. CONSENT AGENDA: (Roll Call Vote)**

**Mr. Straw** noted the County has proposed D-3 change date to January 1, 2020.

D-1 Executive Committee Meeting Minutes of August 14, 2019 (Information)

D-2 RTA Board Meeting Minutes of September 4, 2019 (Approve)

D-3 Agreement for Facility Lease at 800 Rodeo Drive in Arroyo Grande (Approve)

D-4 Revision to Shop Supervisor Job Description (Approve)

D-5 Revisions to the RTA Title VI Policy (Approve)

D-6 Authorization to Submit FTA Section 5339 Grant Proposal (Approve)

**Mr. Waage** made a motion to approve the consent agenda items D-1 through D-6, and **Vice President Peschong** seconded the motion. A roll call vote was taken with the following Board members voting in favor of the motion: **Mr. Waage, Vice President Peschong, Ms. Debbie Arnold, Ms. Compton, Mr. Gibson, Mr. Hill, Mr. Headding, Mr. Lee, Ms. Moreno, Mr. Paulding, Ms. Pease, and President Strong.** There were no opposing votes and motion passed unanimously.

**E. BOARD MEMBER COMMENTS**

There were no board member comments at this time.

The RTA board meeting was adjourned at 9:56 AM.

Next special RTA Board meeting on December 11, 2019

Next regularly-scheduled RTA Board meeting on January 8, 2020

Respectfully Submitted,

Acknowledged by,

---

Chelsea Sperakos  
Administrative Assistant

---

Fred Strong  
RTA President 2019

**This Page Left Intentionally Blank**

**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**BOARD MEETING MINUTES OF DECEMBER 11, 2019**  
**C-3**

**BOARD MEMBERS PRESENT:**

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO  
ROBERT DAVIS, CITY OF MORRO BAY  
JEFF LEE, CITY OF GROVER BEACH  
JIMMY PAULDING, CITY OF ARROYO GRANDE  
ANDY PEASE, CITY OF SAN LUIS OBISPO  
HEATHER MORENO, CITY OF ATASCADERO  
FRED STRONG, CITY OF PASO ROBLES (President)  
ED WAAGE, CITY OF PISMO BEACH

**BOARD MEMBERS ABSENT:**

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO  
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (Vice President)

**STAFF PRESENT:**

GEOFF STRAW, EXECUTIVE DIRECTOR  
NINA NEGRANTI, SAN LUIS OBISPO COUNTY COUNSEL  
CHELSEA SPERAKOS, ADMINISTRATIVE ASSISTANT  
OMAR MCPHERSON, OPERATIONS MANAGER  
MELISSA MUDGETT, GRANTS MANAGER

**CALL MEETING TO ORDER, ROLL CALL**

**President Fred Strong** called the meeting to order at 8:30 AM and roll call was taken. A quorum was present.

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**President Strong** opened to public comment and public comment was taken.

**A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL:** It is the intention of the Board to meet in closed session concerning the following items:

Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

Closed session was cancelled because the reason for closed session no longer exists.

**B. INFORMATION AGENDA** – There were no information items at this time.

**C. ACTION AGENDA**

C-1 Resolution to Join San Luis Obispo County Pension Trust (Approve)

**Mr. Ed Waage** made a motion to approve action item C-1, and **Ms. Heather Moreno** seconded the motion. The roll call vote was taken as follows:

ROLL CALL VOTE			
BOARD MEMBER	YES	NO	ABSENT
BOARD MEMBER ARNOLD, DEBBIE (5)			X
BOARD MEMBER COMPTON, LYNN (4)	X		
BOARD MEMBER GIBSON, BRUCE (2)	X		
BOARD MEMBER HILL, ADAM (3)			X
VICE PRESIDENT PESCHONG, JOHN (1)			X
BOARD MEMBER DAVIS, ROBERT (MORRO BAY)	X		
BOARD MEMBER LEE, JEFF (GROVER BEACH)	X		
BOARD MEMBER MORENO, HEATHER (ATASCADERO)	X		
BOARD MEMBER PAUDLING, JIMMY (ARROYO GRANDE)	X		
BOARD MEMBER PEASE, ANDY (SLO)	X		
PRESIDENT STRONG, FRED (PASO ROBLES)	X		
BOARD MEMBER WAAGE, ED (PISMO BEACH)	X		

The motion passed unanimously.

C-2 Resolution and Agreement to Terminate CalPERS Contract for Administrative, Management and Confidential Employees (Approve)

**President Strong** opened to public comment and public comment was taken.

**Ms. Moreno, President Strong,** and **Mr. Straw** thanked the efforts of staff and ensured that a detailed plan would be coming.

**Ms. Moreno** made a motion to approve action item C-2, and **Mr. Bruce Gibson** seconded the motion. A roll call vote was taken as follows:

ROLL CALL VOTE			
BOARD MEMBER	YES	NO	ABSENT
BOARD MEMBER ARNOLD, DEBBIE (5)			X
BOARD MEMBER COMPTON, LYNN (4)	X		
BOARD MEMBER GIBSON, BRUCE (2)	X		
BOARD MEMBER HILL, ADAM (3)			X
VICE PRESIDENT PESCHONG, JOHN (1)			X
BOARD MEMBER DAVIS, ROBERT (MORRO BAY)	X		
BOARD MEMBER LEE, JEFF (GROVER BEACH)	X		
BOARD MEMBER MORENO, HEATHER (ATASCADERO)	X		
BOARD MEMBER PAUDLING, JIMMY (ARROYO GRANDE)	X		
BOARD MEMBER PEASE, ANDY (SLO)	X		
PRESIDENT STRONG, FRED (PASO ROBLES)	X		
BOARD MEMBER WAAGE, ED (PISMO BEACH)	X		

The motion passed unanimously.

C-3 Resolution to Adjust Salaries/Benefits and Authorize Settle Agreements for Administrative, Management and Confidential Employees (Approve)

**Mr. Geoff Straw** informed the Board that this action item is a result of the decision to leave CalPERS, as per the decision of the Board at its meeting in November 2019.

**Mr. Gibson** made a motion to approve action item C-3, and **Ms. Moreno** seconded the motion.

A roll call vote was taken as follows:

ROLL CALL VOTE			
BOARD MEMBER	YES	NO	ABSENT
BOARD MEMBER ARNOLD, DEBBIE (5)			X
BOARD MEMBER COMPTON, LYNN (4)	X		
BOARD MEMBER GIBSON, BRUCE (2)	X		
BOARD MEMBER			X

HILL, ADAM (3)			
VICE PRESIDENT PESCHONG, JOHN (1)			X
BOARD MEMBER DAVIS, ROBERT (MORRO BAY)	X		
BOARD MEMBER LEE, JEFF (GROVER BEACH)	X		
BOARD MEMBER MORENO, HEATHER (ATASCADERO)	X		
BOARD MEMBER PAUDLING, JIMMY (ARROYO GRANDE)	X		
BOARD MEMBER PEASE, ANDY (SLO)	X		
PRESIDENT STRONG, FRED (PASO ROBLES)	X		
BOARD MEMBER WAAGE, ED (PISMO BEACH)	X		

The motion passed unanimously.

#### D. CONSENT AGENDA:

D-1 Resolution Authorizing Executive Director to Submit Application for Rural Transit Funds (Approve)

D-2 Resolution Authorizing Executive Director to Submit Application for State of Good Repair (SGR) Funds (Approve)

**Mr. Lee** made a motion to approve consent agenda items D-1 and D-2 and **Mr. Waage** seconded the motion. A roll call vote was taken as follows:

ROLL CALL VOTE			
BOARD MEMBER	YES	NO	ABSENT
BOARD MEMBER ARNOLD, DEBBIE (5)			X
BOARD MEMBER COMPTON, LYNN (4)	X		
BOARD MEMBER GIBSON, BRUCE (2)	X		
BOARD MEMBER HILL, ADAM (3)			X
VICE PRESIDENT PESCHONG, JOHN (1)			X
BOARD MEMBER DAVIS, ROBERT (MORRO BAY)	X		
BOARD MEMBER LEE, JEFF (GROVER BEACH)	X		
BOARD MEMBER MORENO, HEATHER (ATASCADERO)	X		
BOARD MEMBER PAUDLING, JIMMY (ARROYO GRANDE)	X		



BOARD MEMBER PEASE, ANDY (SLO)	X		
PRESIDENT STRONG, FRED (PASO ROBLES)	X		
BOARD MEMBER WAAGE, ED (PISMO BEACH)	X		

The motion passed unanimously.

#### E. BOARD MEMBER COMMENTS

**President Strong** stated he had lots of meetings at the national level, and he wished to inform the Board of some developments. The NLC has adopted the agenda for all presidential candidates, including sustainable infrastructure and homeless abatement. The People's Self Help Housing in San Diego is pushing for transportation development. **President Strong** also attended other transit facilities. NLC has a youth engagement and leadership development program. Youth in cities are advocating to lowering voting age to 16. **President Strong** wanted the board to be aware of this potential upcoming change in the law.

The RTA Board meeting was adjourned at 9:03 AM.

Next regularly-scheduled RTA Board meeting on January 8, 2020

Respectfully Submitted,

Acknowledged by,

---

Chelsea Sperakos  
Administrative Assistant

---

Fred Strong  
RTA President 2019

**This Page Left Intentionally Blank**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

**STAFF REPORT**

**AGENDA ITEM: C-4**

**TOPIC: Federal FY 2020 Certifications and Assurances for  
Federal Transit Administration Assistance  
Programs**

**ACTION: Approve**

**PRESENTED BY: Melissa Mudgett, Grants and Financial Manager**

**BACKGROUND/DISCUSSION:**

Each year, the California Department of Transportation (Caltrans) and the RTA must recertify to the Federal Transit Administration (FTA) that all applicable Federal requirements are adhered to when administering Federal grants. To this end, Caltrans and the RTA obtain certification from sub-recipient agencies that they too will comply with applicable Federal requirements.

The RTA needs to execute and submit the 2020 Certifications and Assurances document to the appropriate agencies to remain an eligible grantee and sub-recipient of FTA funds. The RTA fulfills this requirement annually and ensures that these Federal requirements are followed.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the Executive Director and RTA Counsel to execute and submit the 2020 Certifications and Assurances to the appropriate agencies on behalf of the RTA.

***This Page Left Intentionally Blank***

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

**STAFF REPORT**

**AGENDA ITEM:** C-5

**TOPIC:** Administrative & Management Employees' Retirement

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Adopt Corrected Exhibit A to Resolution Terminating CalPERS Contract

**BACKGROUND/DISCUSSION:**

The RTA Board of Directors took action at its December 11, 2019 meeting by adoption of a resolution ("Resolution") to terminate its contract with the California Public Employees' Retirement System (CalPERS). However, Attachment A to the Resolution included a reference to the wrong Government Code section: Section 20580 (calculations based on frozen benefits) should have been Section 20575 (calculations based on unfrozen benefits). Attached is a corrected Exhibit A to the Resolution and a redlined version showing the changes.

**Staff Recommendation:**

Adopt the corrected Resolution terminating the contract with CalPERS, and authorize the Board President to enter into an agreement with CalPERS regarding the same.

***This Page Left Intentionally Blank***

**AGREEMENT TO TERMINATE THE CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

WHEREAS, the **BOARD OF DIRECTORS** of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** and the Board of Administration, Public Employees' Retirement, entered into a contract pursuant to Sections 20460, et seq. of the Government Code, effective July 1, 1994, for the participation of said Public Agency in the Public Employees' Retirement System; and

WHEREAS, Section 20570 of the Government Code provides that a contract between the Board of Administration of the Public Employees' Retirement System and a contracting agency may be terminated by the adoption of a resolution by the governing body of the public agency, giving notice of intention to terminate, and by the adoption, not less than one year thereafter, by the affirmative vote of two-thirds of the members of the governing body of the public agency, terminating the contract; and

WHEREAS, the **BOARD OF DIRECTORS** of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** adopted a Resolution of Intention on January 9, 2019 to withdraw from the Public Employees' Retirement System effective no earlier than one year thereafter;

NOW, THEREFORE, BE IT AGREED between the **BOARD OF DIRECTORS** of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** and the Board of Administration, Public Employees' Retirement System that the contract entered into effective July 1, 1994 is terminated effective January 11, 2020, and obligations on and after that date of the agency and its employees who are members under the Public Employees' Retirement System, are as provided in Government Code Section 20575 which provides that the final compensation used in the calculation of benefits shall be calculated in the same manner as the benefits of employees of agencies that are not terminating. Failure to meet such obligation on the part of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** shall be subject to the provisions of Government Code Section 20574.

Witness our hands this 11<sup>th</sup> day of December, 2019.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM

BY

\_\_\_\_\_  
ANITA PAIGE, CHIEF  
PENSION CONTRACTS AND  
PREFUNDING  
PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM

BOARD OF DIRECTORS  
SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY

BY

\_\_\_\_\_  
PRESIDING OFFICER

Attest:

\_\_\_\_\_  
Clerk

**This Page Left Intentionally Blank**



“EXHIBIT A (REDLINE VERSION)”

**AGREEMENT TO TERMINATE THE CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

WHEREAS, the **BOARD OF DIRECTORS** of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** and the Board of Administration, Public Employees' Retirement, entered into a contract pursuant to Sections 20460, et seq. of the Government Code, effective July 1, 1994, for the participation of said Public Agency in the Public Employees' Retirement System; and

WHEREAS, Section 20570 of the Government Code provides that a contract between the Board of Administration of the Public Employees' Retirement System and a contracting agency may be terminated by the adoption of a resolution by the governing body of the public agency, giving notice of intention to terminate, and by the adoption, not less than one year thereafter, by the affirmative vote of two-thirds of the members of the governing body of the public agency, terminating the contract; and

WHEREAS, the **BOARD OF DIRECTORS** of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** adopted a Resolution of Intention on January 9, 2019 to withdraw from the Public Employees' Retirement System effective no earlier than one year thereafter;

NOW, THEREFORE, BE IT AGREED between the **BOARD OF DIRECTORS** of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** and the Board of Administration, Public Employees' Retirement System that the contract entered into effective July 1, 1994 is terminated effective January 11, 2020, and obligations on and after that date of the agency and its employees who are members under the Public Employees' Retirement System, are as provided in Government Code Section ~~20580 which provides that the final compensation at termination shall be used in the calculation of benefits~~ 20575 which provides that the final compensation used in the calculation of benefits shall be calculated in the same manner as the benefits of employees of agencies that are not terminating. Failure to meet such obligation on the part of the **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY** shall be subject to the provisions of Government Code Section 20574.

Witness our hands this 11<sup>th</sup> day of December, 2019.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM

BY \_\_\_\_\_  
ANITA PAIGE, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM

BOARD OF DIRECTORS  
SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY

BY \_\_\_\_\_  
PRESIDING OFFICER

Attest:

\_\_\_\_\_  
Clerk

**This Page Left Intentionally Blank**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**January 8, 2020**  
**STAFF REPORT**

**AGENDA ITEM:** C-6

**TOPIC:** Transit and Intercity Rail Capital Program (TIRCP)

**ACTION:** Approve Resolution

**PRESENTED BY:** Melissa C. Mudgett, Grants and Finance Manager

**STAFF RECOMMENDATION:** Adopt Resolution Authorizing the Executive Director to submit a TIRCP grant application to partially fund the construction of the RTA BMF

**BACKGROUND/DISCUSSION:**

The Transit and Intercity Rail Capital Program (TIRCP) draws from the State's Greenhouse Gas Reduction Fund (GGRF) to provide capital improvements and operational investments that will modernize California's transit systems and intercity, commuter, and urban rail systems to reduce emissions of greenhouse gases by reducing vehicle miles travelled throughout California. The TIRCP, supported by the Cap and Trade Program from 2020 through 2030, continues to provide funding for new programming to achieve the following objectives:

- Reduction in greenhouse gas emissions;
- Expand and improve transit service to increase ridership;
- Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system; and
- Improve transit safety

The California State Transportation Agency (CalSTA) advertised the 2020 TIRCP Call for Projects (4<sup>th</sup> Program Cycle) in late October 2019. Project applications are due on January 16, 2020 with CalSTA announcing the five-year program of projects by April 1, 2020.

The RTA Board has identified its planned new Bus Maintenance Facility as its highest-priority capital facility project. The RTA has completed the environmental and design/engineering phases of the project and anticipates advertising for construction firms in March 2020. Based on updated construction cost estimates, staff is seeking the Board's support to submit a TIRCP grant proposal for up to \$20 million of construction costs for the Bus Maintenance Facility. Other project expenses to-date have been paid

with Federal Transit Administration 5307 Urbanized Area, FTA 5339 Bus and Bus Facilities, State Proposition 1B, State Transit Assistance SB1 and State of Good Repair program funds.

The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by CalSTA. Should the RTA be notified of the TIRCP award in April, staff will return to the Board to approve a TIRCP Master Agreement and all Program Supplements required for State-funded transit projects before it can be reimbursed for project expenditures.

### **Staff Recommendation**

Approve the attached resolution authorizing the Executive Director to submit a TIRCP grant application to partially fund the construction of the RTA Bus Maintenance Facility.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 20-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE FILING OF GRANT APPLICATIONS FOR STATE  
FUNDED TRANSIT ASSISTANCE AUTHORIZED BY THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION TRANSIT AND INTERCITY RAIL CAPITAL  
PROGRAM (TIRCP)**

**WHEREAS**, the Secretary of the Transportation Agency (CalSTA) has delegated the authority for the administration of Transit and Intercity Rail Capital Program (TIRCP) to the California Department of Transportation (Caltrans) to award financial assistance for transit projects; and

**WHEREAS**, the TIRCP was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority (RTA) seeks assistance from the state grant for TIRCP funding for construction of the Bus Maintenance Facility, which has been identified as its highest-priority capital facility project; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to authorize the TIRCP grant application; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of Directors of the San Luis Obispo Regional Transit Authority agrees to comply with all conditions and requirements set forth in this grant application, applicable statutes, regulations and guidelines for all state-funded transit projects.

**BE IT FURTHER RESOLVED** that the Executive Director or designee on behalf of the RTA be authorized to execute the TIRCP grant application for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 8<sup>th</sup> day of January 2020.

\_\_\_\_\_  
Fred Strong  
President of the RTA Board of Directors

**ATTEST:**

\_\_\_\_\_  
Geoff Straw  
RTA Executive Director

**APPROVED AS TO FORM AND LEGAL EFFECT:**

Rita Neal  
County Counsel

By: \_\_\_\_\_  
Nina Negranti  
RTA Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

**STAFF REPORT**

**AGENDA ITEM:** C-7

**TOPIC:** Paso Robles Bus Parking Yard CEQA Mitigations Annual Monitoring Report

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Accept as Information

**BACKGROUND/DISCUSSION:**

The RTA Board of Directors certified a Mitigated Negative Declaration (MND) report for the *RTA Use of County Yard for Bus Parking Facility in Paso Robles* project on September 14, 2016. The MND identified 19 mitigations<sup>1</sup> that were required to minimize to less-than-significant or completely avoid on-going/long-term environmental impacts that would occur as a result of the project.

As background, the purpose of the project is to provide storage for up to fourteen 40-foot and 45-foot fixed route coaches, five 25-foot cutaway vans, and 26 employee parking spaces, as well as placement of a modular office building.

Construction of the project was completed in April 2018, and all North County transit operations were transitioned to the new facility on May 20, 2018. As denoted in the Mitigations Monitoring Report table at the end of this document, all construction-related mitigations were fully implemented and are now considered complete. One on-going monitoring issue is #10, which is cut/pasted below:

***Mitigation Measure: BIO-7 – Operations-Related Erosion Control Measures.***  
*Erosion control measures shall be implemented to prevent runoff to the Salinas River corridor and associated tributaries. Silt fencing, in conjunction with other methods, shall be used to prevent erosion and avoid and/or minimize silts and sediments from entering adjacent waterways.*

To ensure that operations-related erosion control measures continue to be implemented and monitored, we continue to work with our landscaping contractor to help us monitor and document our efforts. In addition, if replacement of lighting or other future site maintenance requires changes that could impact a mitigation category, that action would be monitored and reported.

---

<sup>1</sup> Three of the mitigations were combined into one, resulting in 17 categories reported in the table below.

Finally, as required by our *Policy and Procedures for Environmental Evaluation of RTA Projects* adopted in May 2016, staff will report our compliance annually to the RTA Board for a period of five years. This report represents the second of the five required annual reports.

**Staff Recommendation**

Accept and file this annual Mitigations Monitoring Report as an information item.



<b>Bus Parking Yard in Paso Robles Mitigations Monitoring Report</b>		
11-Jul-18		
<b>#</b>	<b>Summary Description</b>	<b>Status</b>
1	<b>Mitigation Measure AES-1 – Exterior Lighting Controls and Site Screening.</b> An exterior lighting plan will be developed, which will include the height, location, and intensity of all exterior lighting. All light poles, fixtures, and hoods shall be dark (non-reflective) colored. Lighting shall be designed to eliminate any off site glare. All exterior site lights shall utilize full cut-off, “hooded” lighting fixtures to prevent offsite light spillage and glare. In addition, the Project will implement a landscape buffer and other design features to screen the new modular office building, parked buses and parked employee automobiles from view by motorists traveling along the US101 corridor.	Completed.
2	<b>Mitigation Measure AQ-1 – Construction Equipment Emission Control Measures.</b> As identified in the APCD CEQA Air Quality Handbook, construction mitigation measures are designed to reduce emissions (ROG, NOx, DPM, PM10 and GHG) from heavy-duty construction equipment and may include emulsified fuels, catalyst and filtration technologies, engine replacement, and new alternative fueled trucks.	Completed.
3	<b>Mitigation Measure AQ-2 – Construction-Related Dust Control Measures.</b> Since the proposed Project site is within 1,000 feet of a sensitive receptor, dust generated by construction activities shall be kept to a minimum.	Completed.
4	<b>Mitigation Measure (same for all three): BIO-1, GEO-1 &amp; HWQ-1 – Construction Storm Water Plan and SWPPP.</b> Prior to construction, RTA shall – in close consultation with San Luis Obispo County officials – prepare an operations-based Stormwater Pollution Prevention Plan (SWPPP) acceptable to the City of Paso Robles; this SWPPP will focus on the operations of RTA independent of County Corp Yard activities. RTA shall also develop in detail a Construction Storm Water Plan in conjunction with the Project’s final design and grading plan for implementation during construction activities. Specific details are provided in the City of Paso Robles Construction Site Storm Water Quality Requirements.	Completed.

5	<b>Mitigation Measure: BIO-2 – Construction-Related Erosion Control BMPs.</b> Prior to and during construction, the contractor shall implement erosion control best management practices. To reduce the potential for inadvertent release of sediment from construction area to adjacent stream, drainage, wetland, or other sensitive resource areas, the contractor shall install appropriate erosion control devices around the perimeter of areas that require disturbance of the ground surface. Storm drains and gutters leading to drainage and wetland areas shall be blocked to prevent water entry. Erosion control devices shall be checked on a daily basis to ensure proper function.	Completed.
6	<b>Mitigation Measure: BIO-3 – Construction Outside Nesting Season.</b> If feasible, construction activities will take place outside of the nesting bird season (i.e., March 15 to August 15). If construction activities occur within nesting bird season, a qualified biologist shall perform pre-activity nesting bird surveys to determine if breeding/nesting birds are present within the proposed Project site. If an active bird nest is identified, then CDFG and/or USWFS shall be consulted to determine appropriate buffer during construction activities.	Completed.
7	<b>Mitigation Measure: BIO-4 – Qualified Biologist Preconstruction Survey.</b> A qualified biologist shall be retained to conduct a preconstruction survey of the proposed Project site and the adjacent habitats. In the event that any special-status species are identified within the proposed Project area, all work shall cease and the appropriate agencies shall be contacted for further consultation.	Completed.
8	<b>Mitigation Measure BIO-5 – Construction Worker Education Program.</b> A construction worker education program shall be prepared and presented to all construction personnel at the beginning of the proposed Project. The program shall discuss sensitive species with potential to occur in the construction zone, with emphasis on special-status wildlife and plant species. The program shall explain the importance of minimizing disturbance and adhering to other disturbance minimizing measures.	Completed.
9	<b>Mitigation Measure: BIO-6 – Defining Project Site Limits.</b> The use of heavy equipment and vehicles shall be limited to the proposed Project limits, existing roadways, and defined staging areas/access points. The boundaries of each work area shall be clearly defined and marked with visible flagging and/or orange protective fencing.	Completed.

10	<b>Mitigation Measure: BIO-7 – Operations-Related Erosion Control Measures.</b> Erosion control measures shall be implemented to prevent runoff to the Salinas River corridor and associated tributaries. Silt fencing, in conjunction with other methods, shall be used to prevent erosion and avoid and/or minimize silts and sediments from entering adjacent waterways.	Occupancy on May 20, 2018. Continue to monitor and report annually to Board.
11	<b>Mitigation Measure: BIO-8 – Protection of Salinas River.</b> During construction, washing of concrete, paint, or equipment and refueling and maintenance of equipment shall occur only in designated areas a minimum of 50 feet from the Salinas River. Straw bales, sandbags, and sorbent pads shall be available to prevent water and/or spilled fuel from entering the stream channel. In addition, all equipment and materials shall be stored/stockpiled away from the swale. Construction equipment shall be inspected by the operator on a daily basis to ensure that equipment is in good working order and no fuel or lubricant leaks are present.	Completed.
12	<b>Mitigation Measure: BIO-9 – Oak Tree Protection.</b> Oak tree protection and replacement procedures shall be implemented during the Project. This includes procedures for protecting oak trees to remain in place during construction, and replacing oak trees that are impacted. Oak tree protections must comply with the City of Paso Robles Tree Ordinance No. 835 N.S.	Completed.
13	<b>Mitigation Measure: BIO-10 – Exterior Lighting Controls.</b> To minimize the effects of future exterior lighting on special status wildlife species, all outdoor lighting fixtures shall be positioned and/or shielded to avoid direct lighting to adjacent streams and surrounding habitat areas.	Completed.
14	<b>Mitigation Measure: CUL-1 – Discovery of Human Remains.</b> If human remains are uncovered during ground disturbing activities, RTA and its contractor(s) will immediately halt potentially damaging excavation in the area of the burial and will notify the SLO County Coroner and a professional archaeologist to determine the nature of the remains.	Completed.
15	<b>Mitigation Measure: CUL-2 – Discovery of Prehistoric/Historic Deposits.</b> If prehistoric or historic deposits or features are discovered during ground disturbing activities, activities in the area should cease and a qualified archaeologist shall inspect the discovery and prepare a recommendation for a further course of action.	Completed.
16	<b>Mitigation Measure: NOI-1 – Construction-Related Noise Control.</b> RTA shall ensure that the construction contractor employs noise reducing measures during construction activities.	Completed.

17	<b>Mitigation Measure TRA-1 – Traffic Crossing Warning Sign.</b> A Traffic Crossing Ahead warning sign will be installed on Paso Robles Street upstream from the entrance to the Project site.	Completed.
----	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2019**

**STAFF REPORT**

**AGENDA ITEM:** C-8

**TOPIC:** Vehicle Maintenance Equipment Procurement

**PRESENTED BY:** Melissa Mudgett, Grants and Finance Manager

**STAFF RECOMMENDATION:** Authorize Executive Director to Procure Vehicle Maintenance Equipment

**BACKGROUND/DISCUSSION:**

The RTA has been awarded grant funding to purchase vehicle maintenance equipment. This equipment includes an evaporative smoke detector, a diagnostic scan tool, shop floor scrubber, an enclosed parts washer machines and a set of four mobile column lifts. These purchases shall be funded with \$64,846 in Federal Transit Administration (FTA) Section 5307 formula grant funding that was apportioned in FY15-16, FY16-17 and FY17-18. The RTA will use State Transit Assistance (STA) funding of \$16,211 as the required local match. No budget amendment is necessary.

The vehicle maintenance equipment listed above will assist staff in properly maintaining transit vehicle and equipment and will be purchased in accordance with FTA approved procurement regulations. Once purchase orders are issued, staff estimates it will take approximately 1-2 months for delivery.

**Staff Recommendation**

Staff requests the Board's concurrence to authorize the Executive Director to issue purchase orders to procure the vehicle maintenance equipment identified above at a total cost not-to-exceed the available FTA grant and local match funding amount of \$104,263.

***This page left intentionally blank.***

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

**STAFF REPORT**

**AGENDA ITEM:** C-9

**TOPIC:** Revision to Manager, Maintenance & Facilities Job Description

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Approve Change in Job Title, and Slight Revisions to Duties and Qualifications

**BACKGROUND/DISCUSSION:**

The RTA Board of Directors adopted a new Employee Manual in July 2019 that included job descriptions for all budgeted positions. Included was the job description for the *Manager, Maintenance and Facilities*, which has remain essentially unchanged since the incumbent was hired in 2009. The primary role of the *Manager, Maintenance and Facilities* is to oversee the Maintenance Assistant Manager, to oversee the direction of the vehicle and facilities maintenance functions, and to assist the Deputy Director/CFO with budget development and appropriate expenditures. The *Manager, Maintenance and Facilities* reports directly to the Executive Director.

The current *Manager, Maintenance and Facilities* has submitted his resignation effective January 10<sup>th</sup>, so it is important that any changes to the job description be included as part of the recruitment process. The attached document presents proposed new language in red/underline and deleted language in ~~red/strikeout~~. No changes to the wage scale or other benefits are proposed; the position would remain at-will and exempt.

**Staff Recommendation**

Staff recommends that the RTA Board approve slight revisions in the duties and qualifications language for the *Manager, Maintenance and Facilities* position

***This Page Left Intentionally Blank***



## San Luis Obispo Regional Transit Authority Job Description

**JOB TITLE:** Manager, Maintenance and Facilities  
**DEPARTMENT:** Maintenance  
**REPORTS TO:** Executive Director  
**FLSA STATUS:** Exempt  
**EFFECTIVE DATE:** ~~July 2019~~ Revised January 8, 2020

### JOB SUMMARY

Provides department level management and leadership to the Maintenance and Facilities Division while supporting the goals and objectives of the RTA. Manages the daily operation of the vehicle maintenance staff in inspecting, maintaining, and repairing all RTA vehicles, vehicle equipment and facilities. This position reports to the Executive Director.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- ~~Plans, organizes, schedules, and assigns~~ Oversees the planning, organization, scheduling and assignment of work for ~~vehicle~~ maintenance staff; ensures standard operating and safety procedures are observed; reviews repair documents and records for completeness and accuracy; prepares reports as required; coordinates vehicle usage requirements with operations and safety/training departments and/or outside vendors/contractors; maintains security of, and supervises the repair/maintenance of revenue handling equipment; supervises all levels of ~~vehicle~~ maintenance staff; and analyzes data for preventive and diagnostic purposes.
- Plans and provides training for maintenance staff; develops selection criteria for hiring ~~vehicle~~ maintenance staff; aids in determining appropriate staffing levels and Maintenance Department budget; determines warranty coverage for ~~contractor~~ repaired/rebuilt vehicle components and negotiates with applicable ~~contractor~~ vendor; coordinates in-house or ~~contracted out~~ vendor-provided vehicle ~~accident collision~~ repairs; performs vehicle acceptance inspections on new and/or refurbished vehicles; performs related duties as required.
- Coordinates ~~all vehicle, maintenance and equipment related to the~~ development of technical scopes for procurement of vehicles and equipment including conducting research and testing programs ~~on automotive equipment considered for acquisition~~ based on such factors as operational performance, costs of operation and maintenance, operational safety, and compliance with

environmental laws and regulations.

- Coordinates automotive repair and maintenance services to obtain maximum utilization of automotive equipment and prevent operational delays in other departments.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Must have knowledge of:

- Federal, state and local transportation laws and policies, including but not limited to CHP, DMV, EPA, DOE, and OSHA;
- Basic governmental functions related to public transit;
- Principles of transit operations and maintenance;
- Principles of report writing;
- Principles of budget preparation and control;
- Principles of supervision and motivation;
- Analytical methods and techniques used for cost and price analysis;
- Windows computer working environment, proficient use of MS Word, MS Excel, Adobe Acrobat;

## **EDUCATION and/or EXPERIENCE**

- A Associate of Arts (AA) degree or equivalent technical training, and a minimum of five years' experience in heavy-duty vehicle maintenance are required. Actual equivalent experience (on a year to year basis) in the administration of a public or private transportation system of similar size/scope may be considered as an acceptable substitute for a degree.
- Must have experience in supervising personnel.
- Scope of experience must include modern managerial techniques necessary for effective motivation and communication methods.
- Understanding of federal and state laws, requirements and mandates regarding vehicle and facility maintenance procedures and protocol, and labor relations.

~~Associate degree (A. A.) or equivalent from two-year college or technical school; or three years related experience and/or training; or equivalent combination of education and experience.~~

~~Must be familiar with all state, federal and local laws, rules and regulations governing~~

~~vehicles, equipment and facilities including but not limited to CHP, DMV, EPA, DOE.~~

**~~Language Ability:~~**

~~Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.~~

**~~Math Ability:~~**

~~Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.~~

**~~Reasoning Ability:~~**

~~Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.~~

**~~Computer Skills:~~**

~~To perform this job successfully, an individual should have knowledge of Word Processing software; Spreadsheet software; Inventory software; Internet software; and Database software.~~

**~~Certificates and Licenses:~~**

~~Obtain and maintain an active California Class B driver's license with appropriate endorsements. Pass a DOT physical that includes drug/alcohol screen. Must be ASE certified.~~

**~~SUPERVISORY RESPONSIBILITIES~~**

~~Directly supervises employees in the Maintenance Department. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.~~

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to work near moving mechanical parts and fumes or airborne particles. The employee is

occasionally exposed to toxic or caustic chemicals, outdoor weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate to loud.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk; sit; climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JANUARY 8, 2020**

**STAFF REPORT**

**AGENDA ITEM:** C-10

**TOPIC:** Vehicle Procurement for Paso Services

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Procure Two (2) 40-foot Low-Floor Heavy Duty Buses and Two (2) Dial-A-Ride Low-Floor Minivans at a Cost Not to Exceed \$1,466,587

**BACKGROUND/DISCUSSION:**

The RTA has identified funding to purchase four (4) replacement vehicles for the Paso Express routes; two (2) 40-foot low-floor heavy duty buses and two (2) Dial-a-Ride low-floor minivans. These four (4) vehicles will be funded with \$338,260 in State Transportation Assistance (STA) reserves and \$884,907 in Federal Transit Administration (FTA) Section 5339 UZA carryover funding apportioned in FY16-17, 2017-18 and 2018-19. The RTA is in process of correcting a FTA staff member's clerical error, which would reestablish \$112,594 in FTA Section 5339 formula funding under grant CA-2016-064 in FY15-16, which would then be applied to this procurement. Additionally, the City of el Paso de Robles (Paso Robles) will apply \$130,826 of its California Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement (PTMISEA) funding apportioned in the FY13-14 cycle to partially provide the local match needed to purchase these replacement vehicles.

Currently, Paso Express operates transit services with five (5) high-floor medium-duty Cutaway style vehicles. To improve accessibility for seniors and disabled persons, the RTA and the City of Paso Robles are recommending the replacement of these five Cutaway vehicles with two (2) 40-foot low-floor heavy-duty buses. The branding for the new buses will be consistent with that of the RTA, which will allow the vehicles to be rotated into the RTA fleet and reduce the region's overall need for spare vehicles, currently three Cutaway buses for a peak of two Paso Express vehicles. These new buses will be consistent with past procurements that include digital on-board surveillance systems, multiplex wiring systems, GFI fareboxes, and electronic LED front, and side/rear destination signs. The RTA is also recommending replacement of the two (2) Paso Dial-A-Ride low-floor minivans with like vehicles that would also be branded consistent with the RTA fleet – again reducing the region's overall fleet needs.

The RTA has available options for vehicle procurement through the 2016 California Association for Coordinated Transportation (CalACT) MBTA Purchasing Cooperative.

The Cooperative provides a federal and California State compliant purchasing solution to select for vehicles that best meet our transit needs. The options in the procurement documents include all of the FTA-required clauses.

**Staff Recommendation**

In order to expedite the purchasing process, staff requests the Board's concurrence to authorize the Executive Director to issue a purchase order to Gillig for the procurement of two (2) forty-foot low floor buses and Creative Bus Sales for the procurement of two (2) low-floor minivans at a cost not to exceed \$1,466,587.

# **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**January 8, 2020**

## **STAFF REPORT**

**AGENDA ITEM:** C-11

**TOPIC:** Administrative & Management Employees' Retirement

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Adopt Resolution Correcting Adjusted Salaries & Benefits

### **BACKGROUND/DISCUSSION:**

The RTA Board of Directors took action at its December 11, 2019 meeting by adoption of a resolution ("Resolution") to adjust the compensation and benefits of management, administration and confidential employees who are currently enrolled as CalPERS employees. However, the calculations presented in the staff report were based on 2019 San Luis Obispo County Pension Trust (SLOCPT) figures.

As a result of incorporating the scheduled January 2020 SLOCPT rates, changes to the compensation and benefits for the affected employees are proposed as follows:

1. The employer cost actually declines from \$282,540 to \$280,270 because the Tier 2 rates increased while the Tier 3 rates declined.
2. The Board originally agreed to provide a "base" 11% employer pick up for the seven SLOCPT Tier 2 enrollees at an annual cost of \$83,150. However, based on the new 2020 rates that pick up rate should have been 13%, which increases the annual cost to the RTA by \$16,130 (to \$98,280 annually).
3. The Board also originally agreed to provide additional Section 457 deferred compensation plan contributions to make up the difference in the employer pick up when the CLOCPT Tier 2 employee's contribution is above the base amount. This results in an annual reduction of \$810.
4. Staff is also recommending that the Tier 3 employee's be provided with a Section 457 contribution equating to the 1.36% difference between the rates presented to each employee prior to the December 11<sup>th</sup> Board meeting and the 2020 rates. This results in an additional \$3,570 annually.

In total, all of these changes increase annual costs by \$21,160, or an increase of approximately 2.0% of the combined base salary costs of roughly \$1.06 million for administrative, management and confidential eligible employees.

**Staff Recommendation**

Adopt the attached Resolution correcting adjusted compensation strategies to ensure equivalent retirement benefits.



## **RESOLUTION CORRECTING ADJUSTED SALARIES & BENEFITS**

WHEREAS, the Board of Directors (“Board”) of the San Luis Obispo Regional Transit Authority (“RTA”) entered into a contract with the California Public Employees' Retirement System (“CalPERS”) pursuant to Government Code Section 20460, effective July 1, 1994, for participation by the RTA in CalPERS; and

WHEREAS, on January 9, 2019, the Board adopted a Resolution of intention to terminate its contract with CalPERS in order to reduce future financial pension obligations; and

WHEREAS, on October 2, 2019, the Board resolved that participating in the San Luis Obispo County Employees Retirement Plan administered by the San Luis Obispo County Pension Trust (“Pension Trust”) provides an equivalent retirement program for RTA employees currently enrolled in CalPERS; and

WHEREAS, on December 10, 2019, the San Luis Obispo County Board of Supervisors authorized a Contracting Agency contract with the RTA; and

WHEREAS, there are differences between the retirement benefits available under the CalPERS system and the Pension Trust retirement system for seven existing Eligible Employees who were enrolled in CalPERS or a reciprocal retirement system prior to January 1, 2013 (“Affected Employees,” comprised of Tania Arnold, Patricia Grimes, David Guerrero, Omar McPherson, Melissa Mudgett, David Roessler and Geoff Straw); and

WHEREAS, the RTA took action at its December 11, 2019 Board meeting to ensure that the transition from the CalPERS retirement system to the Pension Trust system will not result in a loss of net benefits to the seven Affected Employees; and

WHEREAS, the action taken at the December 11, 2019 Board meeting incorrectly assumed 2019 Pension Trust figures.

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that it is in the best interests of the RTA to correct the compensation packages adopted on December 11, 2019 to ensure equivalency for the seven Affected Employees who are currently enrolled in the CalPERS Classic “2% at 55” program.

BE IT FURTHER RESOLVED, that:

1. The RTA will pick up a portion of each Affected Employee’s Pension Trust contribution equivalent to 13% of base salary; and
2. The RTA will provide an IRS Section 457 deferred compensation contribution for Affected Employees equivalent to the difference between the 13% pick up and the Affected Employee’s contribution rate required by the Pension Trust; and

3. The RTA will provide an IRS Section 457 deferred compensation contribution for Tier 3 employees equivalent to the difference between the 2019 and 2020 Pension Trust rates.

On a motion by Delegate\_\_\_\_\_, seconded by Delegate \_\_\_\_\_, and on the following roll call vote, to wit: the foregoing resolution is hereby adopted this 8<sup>th</sup> day of January 2020.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

By: \_\_\_\_\_

Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved